COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MASSACHUSETTS WATER RESOURCES AUTHORITY

and

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

LOCAL R1-168

July 1, 2017 Through June 30, 2020

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PREAMBLE

This collective bargaining agreement is entered into on this 7th day of September 2017 by the Massachusetts Water Resources Authority, hereinafter referred to as the "Authority," or "MWRA," and by the National Association of Government Employees, Local R1-168, hereinafter referred to as the "Union." This agreement is made pursuant to the provisions of Massachusetts General Laws Chapter 150E and Chapter 372 of the Acts of 1984. This agreement has as its purpose the promotion of harmonious relations between the Union and the Authority.

ARTICLE 1
RECOGNITION

Section 1.

Pursuant to the provisions of Chapter 372 of the Acts of 1984, the Authority recognizes the Union as the exclusive collective bargaining representative of employees of the Authority in the job titles listed in Appendix A.

Section 2.

As used in this contract the term "employee" or "employees" shall:

A. Include full-time and regular part-time persons employed by the Authority in job titles in the bargaining unit included in Section 1, above, including seasonal employees whose employment is for a period of one hundred and twenty consecutive days or more; and

B. Exclude

1. all managerial and confidential employees;
2. all persons employed in short-term jobs established by special federal, state or Authority programs, such as summer jobs for underprivileged youth;
3. all intermittent employees; and
4. all persons paid as "Contract Employees."

C. A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve (12) months or more, or an employee who normally works a full workweek and has been employed for twelve (12) consecutive months or more.

A regular part-time employee is defined as an employee who is expected to work fifty percent (50%) or more of the hours in a workweek of a regular full-time employee in the same title.

ARTICLE 2
UNION SECURITY
Dues/Agency Fee Check Off

Section 1.

The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee.

Section 2.

An employee may consent in writing to the authorization of the deduction of union dues from

his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Authority, and shall bear the signature of the employee. An employee may withdraw his/her union dues check off authorization by giving at least sixty (60) days notice in writing to his/her department head and the Director of the Human Resources Department or his/her designee.

Section 3.

An employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Authority, and shall bear the signature of the employee. An employee may withdraw his/her agency fee authorization by giving at least sixty (60) days notice in writing to his/her department head and the Director of the Human Resources Department or his/her designee.

Section 4.

The Authority shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the Treasurer of the Union, together with a list of employees whose dues or agency fees are transmitted, provided that the Authority is satisfied, by such evidence that the Authority may require, that the Treasurer of the Union has given to the Union a bond, in a form approved by the Authority, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the Authority.

ARTICLE 3
AGENCY FEE

Section 1.

Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of this Agreement, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

Section 2.

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

Section 3.

The Union shall reimburse the Authority for any expenses incurred as a result of being ordered to

reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in, defend and pay all costs, if any, incurred by the Authority for any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Authority shall have no obligation to defend the termination.

Section 4.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Authority to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

ARTICLE 4
UNION BUSINESS

Section 1. Union Representation

Union staff representatives, hereinafter including officers and stewards, shall be permitted to have access to the premises of the Authority for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance to the Director, Human Resources Department, or his/her designee and will not be unreasonably denied. The Union will furnish the Authority with a list of staff representatives. The Union shall delineate the jurisdiction of Union stewards so that, except in emergency situations, no steward need travel between work locations or sub-divisions thereof while investigating grievances.

Section 2. Grievance Processing

A. Union stewards and officers shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance to the Director, Human Resources Department, or his/her designee, with notification to the employee's supervisor, and shall not be unreasonably denied.

B. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. "Processing" includes on-site consultation with Union officials in emergency situations, attendance at grievance hearings, and reasonable travel time to and from such hearings.

C. Employees to be called by the Union as witnesses in arbitration hearings shall be permitted to have time off without loss of benefits or other privileges (not including wages) only for

attendance at such hearings and for reasonable travel time to and from such hearings if such hearing is during the employees' scheduled work hours and a request for such time off has been submitted in advance to, and approved by, each such employee's supervisor and the Director, Human Resources Department, or his/her designee. Such requests will not be unreasonably denied.

Section 3. Paid Leave of Absence For Union Business

A. Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiation sessions. The Union president and six (6) members of the Local's Executive Board may also be granted such time off to attend monthly Local R1-168 Executive Board meetings. The side letter Agreement dated May 12, 1993 shall continue in effect for the duration of this Agreement.

Time off without loss of wages, benefits or other privileges may be granted to the president and executive vice president (or one other Executive Board member) to attend the NAGE national convention.

B. Leaves of absence without loss of wages, benefits or other privileges may be granted to persons selected by the Union to attend meetings at the National Executive Board conventions and meetings of the State AFL-CIO and parent organizations at the discretion of the Director of Human Resources or his/her designee. Such paid leave shall not exceed a total of sixty (60) days per year in total. Additional requests under this section due to extenuating circumstances shall be submitted to and considered by the Director of Human Resources or his/her designee.

C. All leave granted under this section shall require prior submission of a written request in advance to, and prior approval of, each employee's supervisor and the Director, Human Resources Department, or his/her designee, and such requests will not be unreasonably denied.

Section 4. Unpaid Union Leave of Absence

Time off without loss of benefits or other privileges (not including wages) may be granted to union officers or stewards to perform union business. Upon written request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of one year or less if approved by the Authority at the request of the Union. Requests will be submitted through supervisory channels to the Director, Human Resources Department. If the Human Resources Director determines that no adverse impact on the operations of the Authority would result, he/she will recommend that the Executive Director grant the request. The Executive Director will grant or deny the request. His/her decision will not be grievable or arbitrable.

Section 5. Union Use of Premises

The Union shall be permitted to have reasonable use of the Authority's facilities during off duty

hours for Union meetings, subject to appropriate compensation if required by law, if said facilities are available and upon approval of an advance request by the Director, Human Resources Department or his/her designee.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her working hours, not granted elsewhere in the contract.

Section 6. Bulletin Boards

The Union may post notices on bulletin boards, or an adequate part thereof, in places and locations where notices usually are posted by the Authority for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Authority or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 7. Authority Provision of Information

The Authority shall be required to provide the Union with the following information:

A. Every three (3) months a list of all new employees, date of employment and classification;

B. Every six (6) months a list of all employees who have been terminated;

C. Every six (6) months a list of all employees who have been transferred;

D. Every six (6) months a list of all employees who have changed their classification including both titles and the effective date;

E. A list of all employees who withdraw check off authorizations within two (2) months of such withdrawals;

F. A list of employees in each department by title listed within each title in order of date of employment. Such lists shall be updated each six (6) months.

Where the Authority has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

Section 8. Orientation

Where the Authority provides an orientation program for new employees, one half hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employee. This opportunity may be withdrawn if the Local

repeatedly fails to be represented during this period.

ARTICLE 5
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.

The Union and the Authority agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sex, sexual orientation, age (as defined by law), ethnicity, disability, union activity, gender identity, gender expression, military or veteran status, marital status or sexual preference.

Section 2.

The Union and the Authority agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, gender, sex, sexual orientation, age (as defined by law), ethnicity, disability, union activity, gender identity, gender expression, military or veteran status, marital status or sexual preference, specific, positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination , and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

The Labor/Management Committee established pursuant to this Agreement shall give priority to the area of affirmative action. The Committee shall review the Authority's affirmative action program and shall devote its best efforts to alleviating any obstacles that are found to exist to the implementation of the Authority's Affirmative Action Plan, as amended.

Section 4.

The provisions contained in Article 13 and Article 17 shall not be construed to impede the implementation of affirmative action programs developed by the Authority in accordance with goals set forth in this Article.

Section 5.

No provision of this Agreement shall be interpreted or applied in a manner inconsistent with the obligation of the parties under the Americans with Disabilities Act (ADA).

ARTICLE 6
WORKWEEK AND WORK SCHEDULES

Section 1. Scheduled Hours, Workweek, Workday

A. Except as otherwise specified in the Agreement, the regular hours of work for full-time employees shall be either thirty-seven and one half (37 ½) hours per week, excluding meal periods, or forty (40) hours per week, excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty (40) hours, excluding meal periods, in the past shall have a forty (40) hour workweek.

B. The work schedule of employees, both starting times and quitting times, shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. Except in emergency situations, such as those involving the health and safety of employees or the public or the protection of property, when the Authority desires to change the work schedule of employee(s), the Authority shall, whenever practicable, solicit volunteers from among the group of potentially affected employees, and select the senior qualified volunteer.

The Authority shall, whenever practicable, give any affected employee whose schedule is being involuntarily changed five (5) days written notice of such change. In no event will it be considered "practicable" to waive the notice requirement to avoid payment of overtime.

D. For employees whose regular work schedule is, by nature of their positions, periodically changed the Authority shall, whenever practicable, give each such employee whose schedule is being involuntarily changed two (2) days written notice of such change. In no event will it be considered "practicable" to waive the notice requirement to avoid payment of overtime.

E. Because the Authority's need to change work schedules often arises from an employee's submission of a request for leave, employees shall, whenever practicable, give their supervisors written requests for leave at least seven (7) days in advance of the first date on which such requested leave is to be taken.

F. To the extent practicable, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. The parties may request that the Joint Labor/Management Committee study those situations where such work schedules do not now prevail in an attempt to determine the practicability of establishing a regular work schedule for employees which might consist of five (5) consecutive workdays followed by two (2) consecutive days off. This subsection does not apply to employees in authorized flexible hours programs.

G. The Labor Management Committee shall examine and make recommendations concerning alternative work hour arrangements which may better meet the needs of the Authority and its employees.

Section 2. Overtime

The Authority is solely responsible for deciding in all circumstances how to ensure adequate coverage while minimizing overtime expenditures.

A. An employee shall be compensated at the rate of time and one half his/her regular hourly rate of pay for authorized overtime work performed in excess of forty (40) hours per week or in excess of eight (8) consecutive hours per regular workday.

B. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty hours per week that is in excess of his/her regular workweek.

C. The Authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.

D. All time for which an employee is on full pay status, such as sick leave, vacation, paid education leave, and approved paid union leave shall be considered time worked for the purpose of calculating overtime compensation, unless an employee fails to comply with applicable leave procedures.

E. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

F. The Authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

G. Except in emergency situations, no employee will work more than sixteen (16) consecutive hours.

H. If the Authority decides that overtime is necessary or appropriate, overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek. Supervisors are to attempt to distribute overtime first to employees in the same classification, and second to any other employees with necessary licenses or, if no licenses are required, other employees fully capable of performing the work. However, an employee who is on sick leave shall not be eligible for overtime for the twenty-four hour period commencing with the regular start time of that shift unless an unscheduled medical emergency arose or the employee has requested and received, in advance, approval from a manager for sick leave for a scheduled medical appointment for the employee, spouse or child or parent of either the employee or spouse or a

relative living in the household of an employee, or MWRA requires or requests that the employee work overtime. In addition, the employee must have worked at least one half of a day on the day of the medical appointment or medical emergency and provide satisfactory medical evidence of the medical emergency or the medical appointment to his/her manager, if requested, on the day of the medical emergency or the medical appointment. An employee who fails to report to work or is on unauthorized leave without pay shall not be eligible for overtime for the twenty-four (24) hour period commencing with the regular start time of that shift. The Joint Labor/Management Committee will determine the existing policies and practices for the selection of employees for both scheduled and unscheduled overtime opportunities. Until the Authority notifies the Union of and, if requested, negotiates the impact of a proposed standardized procedure for selecting employees for scheduled and unscheduled overtime, the existing practice will be followed at each location.

I. The provisions of this Section shall not apply to employees on full travel status.

J. With the approval of management and the consent of the employee, employees not in continuous operations may be granted compensatory time off in lieu of overtime pay. Where such overtime work would be compensated at time and a half, compensatory time off shall be granted at the same rate. Compensatory time off may not be accrued in excess of eighty (80) hours.

K. Subject to Article 25, Section 1, of this agreement, in the case of an emergency, or other critical need, as determined by MWRA Senior Management, the MWRA shall first follow existing procedures for soliciting volunteers for additional hours of work, established in Section H above, or standby placement. If and when these procedures have been exhausted and a further staffing need still exists, then management may require employees who are on duty to work additional hours or be placed on standby status.

Section 3. Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the division/unit and the needs of the employee.

Section 4. Rest Periods

Employees may be granted a rest period of up to fifteen (15) minutes per workday.

Section 5. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and who is called back to a workplace prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. Any maintenance employee called in to start his/her shift early who continues his/her shift shall be guaranteed 4 hours of overtime pay at his/her regular overtime rate if the employee responds and arrives to work within 45 minutes of the first call to report. When overtime is

scheduled on an employee's day off, the overtime period shall be 4 hours minimum duration.If an employee fails to report to work within 45 minutes of the initial call, the employee will not be eligible to receive the 4 hours of call back pay and will only receive pay for the actual time worked.

For the purpose of this section, a "workplace" is defined as any place other than the employee's home to which he/she is required to report to fulfill the assignment.

Section 6. Shift Differential

A. Full-time employees rendering service on a regular twenty-four hour basis, whose regular workday is on an irregular shift, as defined in subsection B, (or replacements for these employees) will receive a shift differential of eighty-five (85) cents per hour for each hour worked on an irregular shift. Effective January 1, 2015 the shift differential shall be increased to $1.25 per hour. Effective January 1, 2016 the shift differential shall be increased to $1.30 per hour. Effective January 1, 2017 the shift differential shall be increased to $1.32 per hour.

Effective January 1, 2016, full-time employees whose regular workday is not on an irregular shift, shall receive a shift differential of $1.30 for each hour worked on an irregular shift. Effective January 1, 2017 this shift differential shall be increased to $1.32.

B. For the purposes of this section only, an irregular shift shall be one that commences at 2:00 p.m. or after and ends not later than 2:00 a.m., or one that commences at 9:00 p.m. or after and ends not later than 9:00 a.m. At the start of the payroll period following the date of execution of this Agreement and thereafter, an irregular shift will also include one that commences, on Saturday and Sunday only, at 6:00 a.m. or after and ends not later than 6:00 p.m.

C. For the purpose of computing overtime pay of employees covered by this section, the procedure to be followed shall be:

Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;

Step 2: Add the appropriate shift differential to the amount specified in Step 1;

Step 3: Divide this sum by the total number of hours worked in that week;

Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after Step 2 above equals the total compensation due for the week.

D. A regular part-time employee of the Authority who works on a regular twenty-four (24) hour basis and whose regular workday is on an irregular shift, as defined in subsection B., shall receive a shift differential that is proportionally less than the shift differential for a regular full-time employee. The shift differential for a regular part-time employee shall be calculated by

multiplying the percent that the regular hours of the part-time employee is of the regular hours of a regular full-time employee in the same title times the shift differential for a regular full-time employee in the same title.

Section 7. Continuous Operations

Where a continuous 24 hour operation is in existence no employee in a designated position shall leave his work station until properly relieved or with the permission of his/her supervisor. "Properly relieved" shall mean no employee in a designated position leaves his work station until relieved by another employee of the same classification or another employee with necessary licenses or, if no licenses are required, another employee fully capable of performing the work. Discipline, beginning with a one (1) day suspension and up to and including termination, will be imposed for violation of this section. Divisions will specify "designated positions" in twenty-four (24) hour operations.

Section 8. Standby Duty

A. An employee who is required to leave instructions as to where he/she may be reached in order to report to work when necessary shall be considered to be on standby duty and shall receive standby compensation for such standby period. Standby periods shall be eight (8) hours in duration. Employees shall be reimbursed at the rate of fifteen dollars ($15.00) for any eight (8) hour standby period.

B. Standby duty shall mean that a supervisor has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to standby duty is not available to report to duty when called, no standby pay shall be paid to the employee for that period and that employee may be subject to disciplinary action.

ARTICLE 7
LEAVE

Section 1. Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one-quarter workdays for each full payroll calendar month of employment. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A full-time employee hired after July 1, 1987 shall accumulate sick leave with pay credits at the rate of one day for each full payroll calendar month of employment.

B. A regular part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service in accordance with Section 1.A., above.

C. Sick leave shall be granted, at the discretion of the Authority, to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
2. When the spouse, child, or parent of either the employee or his/her spouse, or a relative living in the immediate household of an employee, is seriously ill; and

3. When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

D. A full-time employee shall not accrue sick leave credit for any payroll calendar month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day unless due to suspension.

E. Sick leave must be charged against unused sick leave credits in units of one half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

F. Any employee having no sick leave credits who is absent due to illness shall be placed on leave without pay unless said employee requests use of other available leave time which is subsequently approved.

G. An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Human Resources Department, where such absence was caused by:

1. Illness of said employee;

2. Dismissal through no fault or delinquency attributable solely to said employee; or

3. Injury while in the employ of the Authority in the line of duty, and for which said employee received Workers' Compensation benefits.

H. A regular part-time employee shall not accrue sick leave credit for any payroll calendar month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.

I. Notification of absence under this Article must be given to the designated representative of the Authority as early as possible on the first day of absence. At facilities that are staffed twenty-four (24) hours a day, in no event shall notice be communicated later than one (1) hour before the start of the regularly scheduled workday. At other facilities, in no event shall notice be communicated later than one half hour after the start of the regularly scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Authority employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Authority, be applied to absence without pay. Repeated

failures to notify may subject the employee to progressive disciplinary action.

Requests for permission to take sick leave for a scheduled medical appointment must be submitted as far in advance as practicable.

J. Where the Authority has reason to believe that sick leave is being abused, including all instances where sick leave is taken immediately before or after a holiday, the Authority may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Authority, in denial of sick leave for the period of absence.

Satisfactory medical evidence shall consist of a signed statement by a licensed health care provider including a Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist on official letterhead that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question; and the prognosis for employee's return to work. In cases where the employee is absent due to a family or household illness or injury, as defined in Section 1.C.2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above on official letterhead indicating that the family or related household member has been determined to be seriously ill and in need of care on the day(s) in question. All medical evidence is to be submitted solely to the Human Resources Department.

K. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee.

L. Employees whose service with the Authority is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits.

Employees who retire or die in service shall be paid thirty percent (30%) of the value of their unused accrued sick leave at the time of their retirement or death. It is understood that any such payment will not change the employee's pension benefit.

Effective July 1, 2014 each employee who has been employed by the Authority for at least one (1) year and has earned his/her full complement of sick leave credits during the preceding year has not utilized any sick leave during the preceding fiscal year, and who has a balance of sick leave credits of at least three (3) weeks, upon timely submission and certification of the accuracy of the appended Annual Sick Leave Buyback request form (timely means the completion of this process not later than August 31st) shall be reimbursed one (1) week pay (7 days pay for employees who earn fifteen (15) sick days/year) for relinquishing one week of sick leave.

M. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

N. The parties recognize that absenteeism and over utilization of sick leave by employees are,

when they occur, problems of mutual concern. The parties therefore agree that the Joint Labor/Management Committee shall develop methods of reducing over utilization of sick leave and absenteeism.

O. The parties agree to establish a Mutual Aid Reserve Fund into which Authority employees represented by NAGE may contribute any amount of their vacation and personal time and up to one (1) day sick leave per year, unless the Authority subsequently authorizes a contribution in excess of one (1) day sick leave per year. The parties agree that vacation and personal leave, which would otherwise be forfeited on June 30 of any year, will be transferred to the fund. The parties agree that the joint Labor/Management Committee will develop operating criteria and procedures and oversee implementation of the Fund.

Section 2. Paid Personal Leave

A. On the first Saturday of the July payroll calendar month full-time employees hired prior to February 17, 2012 will be credited annually with five (5) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee up to and including the day of the request and each such request will be granted unless operations would be significantly disrupted. Full-time employees hired into the bargaining unit after February 12, 2012 will be credited annually on the first Saturday of the July payroll calendar month with three (3) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee up to and including the day of the request and each such request will be granted unless operations would be significantly disrupted. Personal leave should be requested six (6) days in advance whenever possible. Full-time employees hired into the bargaining unit after July 1 of each year will be credited with personal leave days in accordance with the following schedule:

Date of Hire Into Unit	Personal Leave Days Credited
July 1 - September 30	3 paid leave days
October 1 - December 31	2 paid leave days
January 1 -March 31	1 paid leave day
April 1 - June 30	0 paid leave days

Any paid personal leave not taken by the last Friday in the June payroll calendar month will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of one half hour and may be used in conjunction with vacation leave.

Section 3. Bereavement Leave

A. Upon evidence satisfactory to the Authority of the death of a spouse, child or step-child of the employee, the employee shall be entitled to leave without loss of pay for a maximum of seven (7) working days. This leave must be used for activities reasonably related to the death

and must be taken within a reasonable time period immediately following the date of death. Bereavement leave for regular part time employees will be granted on a pro-rated basis.

B. Upon evidence satisfactory to the Authority of the death of a parent, brother, sister, step-brother, step-sister, step-parent, grandparent or grandchild, of the employee or the employee's spouse or the death of a related person living in an employee's household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) working days. This leave must be used for activities reasonably related to the death and must be taken within a reasonable time period immediately following the date of death. Bereavement leave for regular part time employees will be granted on a pro-rated basis.

C. Upon evidence satisfactory to the Authority of the death of a brother-in-law or sister-in-law of the employee's spouse, the employee shall be entitled to leave without loss of pay for a maximum of 1 (one) working day.

D. Bereavement leave for regular part time employees will be granted on a pro-rated basis.

Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

Section 5. Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons by the employee to the Authority.

B. An employee who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:

1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

2. remit to the Authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Authority, the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with the Authority, except that this Section shall not apply to an employee who is also in the

employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer or public authority and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Authority. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. Court leave shall be granted, as provided above, unless the employee is a defendant in a matter unrelated to the performance of his/her duties or is engaged in personal litigation.

Section 6. Military Leave

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42 or 60 of c. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under section 59 of c. 33 of the General Laws, as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States, and who is called for duty other than the annual tour of duty of not exceeding seventeen days, shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Authority or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7. Education Leave

Employees may be granted a paid leave of absence, in accordance with the policies of the Authority for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave. All requests for such leave must be submitted three weeks in advance of the event to be attended, with supporting documentation, to the employee's supervisor. No leave is granted without the approval of the employee's division director and the Director, Human Resources Department or his/her designee.

Section 8. Family and Medical Leave

In order to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA), the parties have agreed to the following:

A. Every regular part-time and full-time employee who has worked for the MWRA for at least one (1) year, and at least 1,250 hours in the previous twelve (12) months may apply for FMLA Leave. Family and Medical Leave is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:

1. to care for the employee's child after birth, or placement of child with the employee for adoption or foster care;

2. to care for the employee's spouse, child, or parent, with a serious health condition; or

3. for a serious health condition that makes the employee unable to perform the employee's job.

FMLA Leave may be taken as:

- twelve (12) consecutive workweeks;
- intermittent leave, such that the accumulated time on leave does not exceed twelve (12) workweeks;
- a regular reduced hours workweek such that accumulated time on leave does not exceed twelve (12) workweeks.

An employee may take up to twelve (12) weeks' FMLA Leave during any twelve (12) month period. For the purpose of determining the amount of leave to which an employee is entitled when he or she requests leave, the twelve (12) month period means the twelve (12) month period immediately preceding the date for which the employee requests leave.

An employee planning to take FMLA Leave must notify his/her immediate supervisor at least two (2) weeks before the expected departure date or as soon as is practicable with a leave of absence request form and notice of intent to return as an active employee. The leave of absence

request form with appropriate legal and/or medical documentation, and notice of intent, signed by the employee and should be forwarded to the Director, Human Resources by the employee.

B. Leave for birth or placement of a child with employee for adoption or foster care must conclude within twelve (12) months of the birth or placement. Employees requesting leave for birth or because of placement of child with employee for adoption or foster care may take leave intermittently or by working a reduced workweek only with MWRA approval by the Director, Human Resources.

Employees requesting leave for the employee's own serious health condition or to care for a seriously ill family member may take such leave whenever medically necessary. The MWRA may require, when such leave is foreseeable, that it be scheduled so as not to unduly disrupt operations. The MWRA may temporarily, during an intermittent or reduced leave period, transfer the employee to an available alternative position with equivalent pay and benefits if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular position.

When both a husband and wife work for the MWRA and leave is taken for birth or placement of child with employee for adoption or foster care, leave is limited to twelve (12) workweeks combined. This limitation does not apply to FMLA Leave taken by either spouse to care for the other who is seriously ill and unable to work, or to care for a child or parent with a serious health condition, or for the employee's own serious illness.

C. The Authority will continue to provide the same portion of the costs of benefits for employees on FMLA Leave as it does for employees on the active payroll, and employees on FMLA Leave must continue to pay the same share for their coverage. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her FMLA Leave, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

Notwithstanding any other provision of this Agreement to the contrary, the FMLA Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid FMLA Leave shall not be included in any computation of such benefits, rights, or advantages.

The employee will be entitled to return to the same or equivalent job position on the same shift and at the same or geographically proximate worksite without loss of employment benefits which had accrued on the date the leave began if:

1. the FMLA Leave is terminated within or at the end of the above-stated twelve (12) week period and;

2. such a position still exists.

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

If an employee fails to return to work after FMLA Leave, MWRA may require the employee to reimburse MWRA's share of any health insurance premiums paid on the employee's behalf during leave.

D. In order to comply with the requirements for military family leave under the Family and Medical Leave Act, (FMLA), as amended by National Defense Authorization Act, (NDAA), the parties have agreed to the following:

A. Every regular part-time and full-time employee who has worked for the MWRA for at least one (1) year and at least 1,250 hours in the previous twelve (12) months may apply for FMLA military family leave. Military family is granted for the following reasons and any leave granted for these reasons shall be designated as FMLA Leave where allowable by law:

1. to address certain qualifying exigencies related to a spouse, child or parent on active duty or called to active duty status in the National Guard or Reserves. Qualifying exigencies are (1) short-notice deployment (deployment on 7 days or less notice); (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities, and (8) any additional activities agreed to by the parties. This leave is granted up to a total of twelve (12) workweeks of leave in a single twelve (12) month period.

2. to care for a spouse, child, parent or next of kin who is in the Regular Armed Forces, National Guard or Reserves and has a serious illness or injury. A serious injury or illness is one that was incurred by a service member in the line of active duty that may render the service member medically unfit to perform the duties of his or her office, rank, grade, or rating. This leave is granted up to a total of twenty (26) workweeks of leave in a single twelve (12) month period.

   The single twelve (12) month period for leave to address a qualifying exigency means the twelve (12) month period immediately preceding the date for which the employee requests leave. The single twelve (12) month period for leave to care for a military service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later.

FMLA Military Leave may be taken as:

- consecutive workweeks;
- intermittent leave, such that the accumulated time on leave does not exceed maximum workweeks allowable for the applicable leave;
- a regular reduced hours workweek such that accumulated time on leave does not exceed the maximum workweeks allowable for the applicable leave.

B. An employee seeking leave due to a qualifying exigency must notify his/her immediate supervisor as soon as practicable under the facts and circumstances. An employee seeking to use family military leave to care for a military service member with a serious injury or illness notify his/her immediate supervisor at least thirty (30) days before the expected departure date or as soon as is practicable. In both cases the employee must submit a leave of absence request form and notice of intent to return as an active employee. The leave of absence request form must include the appropriate legal and/or medical documentation, and notice of intent, signed by the employee and the supervisor, should be forwarded to his/her Division Director and the Director, Human Resources by the employee.

When both spouses work for MWRA, they are limited to a combined twenty (26) workweeks in a single twelve (12) month period if the leave is to care for a service member with a serious injury or illness, and for the birth of a child and care of a newborn child, for placement of a child for adoption or foster care. This limitation does not apply to FMLA Leave taken by either spouse to care for the other who is seriously ill and unable to work, or to care for a child or parent with a serious health condition, or for the employee's own serious illness.

C. The Authority will continue to provide the same portion of the costs of benefits for employees on FMLA Leave as it does for employees on the active payroll, and employees on FMLA Leave must continue to pay the same share for their coverage. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her FMLA Leave, that employee must use such leave credits for which he/she is eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement. Otherwise, the FMLA Leave shall be unpaid.

Notwithstanding any other provision of this Agreement to the contrary, the FMLA Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. The period of any unpaid FMLA Leave shall not be included in any computation of such benefits, rights, or advantages.

The employee will be entitled to return to the same or equivalent job position on the same shift and at the same or geographically proximate worksite without loss of employment

benefits which had accrued on the date the leave began if:

(1) the FMLA Leave is terminated within or at the end of the above-stated twelve (12) week period and;
(2) such a position still exists.

If during the period of the FMLA Leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

If an employee fails to return to work after FMLA Leave, MWRA may require the employee to reimburse MWRA's share of any health insurance premiums paid on the employee's behalf during leave.

Section 9. Maternity Leave

Any leave granted for the following reasons shall be designated as FMLA Leave where allowable by law.

A. A full-time female employee who has completed her probationary period of (6) six consecutive months (or as extended in accord with the provisions of Article 11A), and who is absent from her employment with the Authority for a period not exceeding eight (8) weeks for the purpose of giving birth, or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, shall be granted a Maternity Leave without pay if her request for such leave is made to and approved by the Authority at least two (2) weeks in advance of the anticipated date of departure. Approval of a request for leave occurs only when the leave of absence request form is signed by an employee's supervisor and division director and the Director, Human Resources Department, or his/her designee.

B. At the expiration of the Maternity Leave, the employee will be restored to her previous position or similar position with the same status and pay. Length of service shall continue to accrue during such leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of her Maternity Leave, that employee may use such leave credits for which she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement.

D. An employee who requests and is granted Maternity Leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The

employee, while on leave, is required to pay the same monthly premium she would have paid had such leave not been taken. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

E. Notwithstanding any other provision of this Agreement to the contrary, the Maternity Leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid Maternity Leave shall not be included in any computation of such benefits, rights, or advantages, except that length of service shall continue to accrue during such leave.

Section 10. Other or Extended Family Leave - Non-FMLA

A. Any employee who has completed his/her probationary period of six (6) consecutive months (or as extended in accord with the provisions of Article 11A) may apply for Other or Extended Family Leave - Non-FMLA for a period not exceeding fourteen (14) weeks.

The employee must notify his/her immediate supervisor in writing at least two (2) weeks prior to his/her anticipated date of departure with a leave of absence request form and notice of intent to return as an active employee. The leave of absence request form with appropriate legal and/or medical documentation, and notice of intent, signed by the employee and should be forwarded to the Director, Human Resources by the employee.

Such leave shall be without pay or benefits for such period. The Authority, may, at its discretion, assign an employee to backfill for an employee who is on Other or Extended Family Leave - Non-FMLA. Such assignment may not be subject to the grievance procedure except for grievances alleging violation of Article 15. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for care of, the employee's spouse, parent, grandparent, grandchild, brother, sister, person living in the same household, or child, whether or not the child is the natural, adoptive, foster, stepchild, or child under legal guardianship of the employee. An employee may apply to return to his/her position on a part-time basis provided the supervisor is notified in writing.

B. If an employee has accrued sick leave, personal leave, compensatory time, or vacation leave credits at the commencement of his/her Other or Extended Family Leave - Non-FMLA, that employee may use such leave credits for which he/she may be eligible under the sick leave, personal leave, compensatory time, or vacation leave provisions of this Agreement.

C. Between periods of Other or Extended Family Leave - Non-FMLA, in excess of (2) two weeks, where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

D. An employee who requests and is granted Other or Extended Family Leave - Non-FMLA may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly

premium he/she would have paid had such leave not been taken. An employee who intends to have these benefits continue must notify the Benefits Manager to arrange for direct billing.

Section 11.

For the purposes of the leave, vacation and holiday articles of this Agreement, the term "day" in respect to employees who work an irregular workday or whose regular workday is longer than the normal seven and one half 7 ½) or eight (8) hour workday shall mean seven and one half (7 ½) or eight (8) hours, whichever is appropriate, and for the purpose of the vacation article, the term "week" with respect to such employees shall mean thirty-seven and one half (37 ½) or forty (40) hours, whichever is appropriate.

ARTICLE 8
VACATIONS

The provisions of the prior agreement governing Vacations shall continue in effect until July 1, 1996 at which time the following provisions shall take effect;

Section 1.

The vacation year shall be the period from July 1st to June 30th, inclusive.

Section 2.

A. Vacation leave with pay shall be credited to full-time employees employed by the Authority on the last day of each full payroll calendar month based on work performed during the payroll calendar month as follows:

Length of continuous full-time "creditable service" for the employee as of June 30	Vacation Credit Accrued
Less than four and one half years	5/6 day/month
Four and one half years, but less than nine and one half years	1 1/4 days/month
Nine and one half years, but less than nineteen and one half years	1 2/3 days/month
Greater than nineteen and one half years	2 1/12 days/month

A newly hired employee will accrue vacation credits for the first payroll calendar month on the

job if he/she begins to work on or before the fifteenth (15) of the payroll calendar month.

Those full-time employees employed in the unit as of the execution date of the Agreement, who are then receiving vacation benefits under the vacation plan for non- union employees, shall receive vacation leave with pay credited on the last day of each full payroll calendar month based on work performed during the payroll calendar month as follows:

Less than three years	1 1/4 days/month
Three years or more but less than nineteen and one half years	1 2/3 days/month
Greater than nineteen and one half years	2 1/12 days/month

B. For determining vacation status under this Article, "creditable service" only shall be used.

1. Those employees, transferred pursuant to the provisions of Chapter 372 of the Acts of 1984, shall receive credit for all service from the first day of service with the Authority plus all service credited by the state agency, where the employee may have previously worked, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 14 of this Article.

2. For employees hired by the Authority, all service beginning on the first working day and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 14 of this Article.

Section 3.

A full-time employee who is on leave without pay and/or absent without pay for more than one (1) day will not accrue vacation credits for that payroll calendar month. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of creditable service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring admission to a hospital
- industrial accident while working for MWRA
- maternity/adoptive leave
- military leave
- educational leave
- civic duty leave
- suspension

in which case "creditable service" for purpose of vacation credit shall not be affected.

Section 4.

On the June 30th following the date that an employee reached the 4 ½, 9 ½ and 19 ½ year marks, the employee is credited with one (1) week vacation. The new accrual rate is then applied from July 1st on.

No vacation leave may be taken without written supervisory approval. All requests for vacation leave not exceeding one (1) day must be made at least two (2) workdays in advance, while all requests for vacation leave to exceed one day must be made at least five (5) workdays in advance of the first vacation day requested.

Section 5.

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 6.

A regular part-time employee who is on leave without pay and/or absent without pay for that number of hours that his/her service bears to more than one (1) day of the service of a full-time employee will not accrue vacation credits for that payroll calendar month. In addition, any such leave or absence without pay for twenty (20) or more cumulative days in any vacation year shall result in the permanent loss of one (1) year of creditable service for the purpose of vacation credit, unless such leave or absence is attributable to one of the following reasons:

- serious illness or injury requiring admission to a hospital
- industrial accident while working for MWRA
- maternity/adoptive leave
- military leave
- educational leave
- civic duty leave
- suspension

in which case "creditable service" for purpose of vacation credit shall not be affected.

Section 7.

An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her creditable service for vacation purposes.

Section 8.

The Authority shall grant vacation leave in the vacation year in which it becomes available, unless in the Authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies. In cases where vacation requests by employees in the same title

conflict, preference, subject to the operational needs of the department, shall be given to employees on the basis of length of service with the MDC and the Authority.

The supervisor is charged with the responsibility of seeing that vacation is taken in the succeeding year in order that the employee does not lose vacation credits. Each employee shall receive annually, on or before April 1st, a preliminary statement of the available vacation credits.

In no event shall vacation credit be carried over for more than one succeeding vacation year.

Section 9.

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions) may be charged to vacation leave upon request of the employee and subsequent approval by the Authority.

Section 10.

Charges to vacation leave credit may be allowed in units of one half days. At least two (2) days of vacation leave per year may be taken in increments of two (2) hours.

Section 11.

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to the employee's death, and, in addition, the vacation leave earned in the vacation year during which the employee died, up to the time of his/her separation from the payroll, provided that no monetary or other allowance has already been made.

The Authority may authorize the payment of such compensation in the following order of precedence:

First: To the surviving beneficiary or beneficiaries,

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 12.

Employees who are eligible for vacation under these rules, whose services are terminated by dismissal, through no fault of delinquency of their own, by retirement, or by entrance into the armed services, shall be paid an amount equal to the vacation leave which was credited but not used by the employee in the vacation year prior to such termination, and, in addition, that portion of the vacation leave earned in the vacation year during which such termination occurred, up to the time of separation, provided that no monetary or other allowance had already been made therefore.

Section 13.

Employees who are eligible for vacation under this Agreement, whose services are terminated other than as provided in Sections 11 and 12 of this article, shall be paid an amount equal to the vacation allowance earned in the vacation year prior to such termination which had not been used, provided that no monetary or other allowance had already been made therefore.

Section 14.

Employees who are reinstated or who are re-employed by the Authority shall be entitled to their vacation status at the termination of their previous service with the Authority and allowed such proportion of their vacation under Section 2 as their actual service for the same vacation year, after reinstatement or re-employment, bears to a complete vacation year. No credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Director, Human Resources Department, or his/her designee, is secured for any of the following reasons:

A. Illness of the employee;

B. Dismissal through no fault or delinquency attributable solely to the employee; or

C. Injury while in the service of the Authority in line of his/her duties and for which the employee received Workers' Compensation benefits.

Section 15.

Any employee who resigned or was granted a leave of absence to enter service in the armed forces of the United States, under the provisions of chapter 708 of the Acts of 1941, as amended, and who, upon honorable discharge from such service in said armed forces, has returned or returns to the service of the Authority, shall be paid an amount equal to the vacation allowance as earned in the vacation year prior to his/her entry into such service in said armed forces which had not been granted prior to military leave and, in addition, that portion of the vacation allowance earned in the vacation year during which he/she entered such service, up to the time of military leave, provided that no monetary or other allowance has already been made therefore.

Section 16.

Employees who are reinstated after military leave as referred to in Section 15 may be granted one full year's vacation leave for the year in which they returned or return, provided that prior to such military leave vacation had not been used or compensation paid in lieu therefore for the same year. If an insufficient period of time remains in that vacation year to permit the granting of a full year's vacation leave, the entire period remaining may be so used. Neither the above usage nor absence due to military leave shall, in any way, affect vacation credits earned by such employees in the vacation year in which they return from military service.

Section 17.

Vacation credits shall accrue to an employee while on a leave with pay status or on industrial accident leave.

Section 18.

Vacation leave earned following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 19.

If an employee on industrial accident leave has available vacation credits which have not been used and, because of the provisions of Section 8 of this Article, would lose such vacation credits, the Authority shall convert such vacation credits to sick leave credits on June 30th of the year in which such vacation would be lost if not taken.

ARTICLE 9
HOLIDAYS

Section 1.

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 2.

All holidays shall be observed on the legal holiday unless an alternative day is designated by the Authority. However, for employees in continuous operations the holiday shall be observed on the actual day it falls.

Section 3.

When a holiday occurs on the regularly scheduled workday of an employee, he/she, if not

required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 4.

When a holiday occurs on a day that is not an employee's regular workday, and the employee does not work that day, if the employee's usual workweek is five or more days, he/she, at the option of the Authority, shall receive pay for one day at his/her regular rate or a vacation day to be credited fifteen (15) days following the holiday or pay for one (1) day at his or her regular rate of pay at the option of the Authority.

An employee in continuous operations who works an overtime shift on a holiday shall receive holiday compensation for all hours worked (e.g. three (3) times for Christmas and Thanksgiving and two (2) times for all other holidays).

Section 5.

An employee required to work on Thanksgiving, Christmas Eve (December 24th, 3:00 p.m. to 11:00 p.m. shift) and Christmas Day shall receive pay at two (2) times his/her regular rate of pay in addition to holiday pay for all hours worked.

An employee in continuous operations who works an overtime shift on Thanksgiving, Christmas Eve (December 24th, 3:00 p.m. to 11:00 p.m. shift) and Christmas Day shall receive holiday compensation for all hours worked.

Non-continuous operations employees who are required to work on any other holiday shall receive pay at time and one half his/her regular rate of pay for all work performed on that day in addition to holiday pay. An employee required to work on a holiday shall be credited with either a vacation day or holiday pay for the day. If a vacation day cannot be granted by the Authority because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

Employees in continuous operations shall be permitted to select a vacation day in lieu of holiday pay if they have a balance of at least three sick days. Approval to receive a vacation day in lieu of holiday pay for employees with the following minimum accrued sick leave balances:

Completed Years of Creditable Service	Accrued Sick Leave Balance
0– 1 year	3 days
1– 5 years	7 days
5–10 years	7 days
10–20 or more years	12 days

Section 6.

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive

holiday pay or a vacation day except in instances where the employee worked the holiday shift.

Section 7.

An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a vacation day off for that holiday.

Section 8.

The Joint Labor/Management Committee will attempt to recommend a system for rescheduling holidays on a rotating basis provided that there be no overtime consequences and provided further that the Authority's existing right to reschedule not be impaired.

Section 9.

The parties agree that unscheduled absences on holidays among continuous operations personnel are major problems both for the Authority and for employees who are thereby forced to work double shifts on the holiday. The parties therefore agree to continue discussions on this issue.

ARTICLE 10
EMPLOYEE EXPENSES

Section 1.

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the mileage rate consistent with current Internal Revenue Service allowance. Employees shall be compensated for reasonable costs of garages, parking and tolls.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less, only if the employee documents with a division director's written authorization that his/her assignment to a location is for less than six (6) months.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Authority, an employee's home may be designated as his/her regular office for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2.

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging, and

for meal expenses, including reasonable tips, not to exceed $7.00 per meal effective on January 1, 2015, $8.15 per meal effective on January 1, 2016 and $10.00 per meal effective on January 1, 2017. In no event will an employee receive reimbursement for more than 1 meal allowance in an 8 hour period.

B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for a meal if such assignment commences after 6:00 a.m., for a meal if such assignment commences after noon, or for a meal if such assignment commences after 10:00 p.m.

C. On the last day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for a meal if such assignment ends before 6:00 a.m., for a meal if such assignment ends before noon, or for a meal if such assignment ends before 6:00 p.m.

D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above meal allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time, employees shall be entitled to the above meal allowance. Employees are not entitled to the above meal allowance for travel of less than twenty-four (24) hours.

Section 3.

Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three (3) or more hours, exclusive of meal times, on a day other than their regular workday, shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed $7.00 per meal effective on January 1, 2015, $8.15 per meal effective on January 1, 2016 and $10.00 per meal effective on January 1, 2017.

ARTICLE 10A
LICENSE REIMBURSEMENT

Employees shall be reimbursed for the cost of licenses which the Authority requires them to obtain and maintain, not including the basic class III driver's license.

MWRA shall pay an employee for all time related to training (excluding travel) when the training occurs on their day off. Supervisory approval is required to be eligible for reimbursement for attendance at the training.

ARTICLE 11
SALARY RATES

Section 1.

A. Except as otherwise provided, the salary rates contained in the December 31, 2016 salary schedule in the prior agreement shall continue in effect.
B. The December 31, 2016 salary chart shall be amended effective July 1, 2017 to reflect an

adjustment to the top step as outlined in Appendix A.

C. Effective July 1, 2017 there shall be a 1.5% across-the-board salary increase.
D. The July 1, 2017 salary chart shall be amended effective June 30, 2018 to reflect an adjustment to the top step as outlined in Appendix A.
E. Effective June 30, 2018 there shall be a 2% across-the-board salary increase.
F. Also the June 30, 2018 salary chart shall be amended effective June 29, 2019 to reflect an adjustment to the top step as outlined in Appendix A.
G. Effective June 29, 2019 there shall be a 2% across-the-board salary increase.
H. Step 1 shall be the hiring rate for employees hired or reemployed on or after the effective date of this Agreement, except in cases where an employee is hired by the Authority at a salary rate above the hiring rate approved by the Director, Human Resources Department, or his/her designee. All other employees in the same title as the newly hired employee should proceed to the salary rate of the newly hired employee if the Union demonstrates that the incumbents possess the same level of expertise or experience.
I. Except for the purpose of calculating step advancement, an employee's anniversary date is the effective date of his/her hiring into his/her present job title.

Section 2.

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate. Except as modified herein, an employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service (260 cumulative days of full pay accrued in no fewer than fifty-two (52) weeks) in a step.

The fifty-two (52) weeks for calculating a step increase are counted from the date of hire or the date of entry into the current step, whichever is most recent. The effective date of the new step is the first day of the payroll period following the completion of fifty-two (52) weeks of creditable service (260 cumulative days of full pay accrued in no fewer than fifty-two (52) weeks) in a step. In the event an employee is denied a step rate increase, he/she shall be given a written statement of reasons therefore (for example, documented unsatisfactory performance) not later than five (5) days after the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position in a higher job grade, employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job group;

2. add to this figure the "promotion factor" (fifty-five percent (55%) of the dollar difference between steps 1 and 2) of the higher job grade (the one to which he/she is being promoted);

3. compare the resultant sum to the rates for the higher job grade into which the employee is promoted; and

4. the employee's salary rate shall be the first rate in the higher job grade that at least equals the resultant sum.

If the resultant sum is less than the weekly salary earned by any direct subordinate the promotional salary will be adjusted to the step that at least equals the rate of the subordinate.

Section 3.

A. Salary rates of full-time employees are set forth in the appendices to this Agreement which are attached hereto and hereby made a part of this Agreement.

B. The salary rates set forth in said appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Agreement.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 4.

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

Section 5.

A. Employees entering a position within the bargaining unit covered by this Agreement, from a position outside the bargaining unit in the same or higher salary grade, shall be placed at the first step in grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be paid an amount higher than the maximum step for the grade which he/she is entering.

B. Whenever an employee enters a position in a higher job grade from a position outside the bargaining unit, the employee's new salary rate shall be determined in the same manner as set forth in Section 2 paragraph B, above.

Section 6.

Effective June 30, 2015 all employees shall have their net salary checks electronically forwarded to an account or accounts selected by the employee for direct deposit.

Section 7.

At the end of each fiscal year, full-time employees with the "creditable service" (as defined in Article 8, Section 2.B and 3) indicated below, calculated as of the last workday in each fiscal year encompassed by this Agreement, will receive the corresponding indicated payment, which

payment will not vary the salary received by the employee and will have no affect on any other payments or differentials received by the employee:

Completed Years of Creditable Service	Current	6/30/18	6/30/19	6/30/20
5-10 years	$ 675	$ 905	$1,095	$1,243
10–15 years	$ 875	$1,105	$1,295	$1,443
15-20 years	$1,075	$1,305	$1,495	$1,643
20 or more years	$1,275	$1,505	$1,695	$1,843

Regular part-time employees with the requisite creditable service shall be paid in the same proportion that their part-time service bears to full-time service.

Payments will be made as soon after the last day in June payroll calendar month as feasible.

Effective July 2015 employees with the requisite years of service, who are eligible to receive a longevity payment, shall have said payment electronically forwarded to an account or accounts selected by the employee for direct deposit.

ARTICLE 11A
PERFORMANCE EVALUATION

Section 1. Purpose

The parties agree to establish a performance evaluation program.

Section 2.

A. There shall be established a performance evaluation system for all employees covered by this Agreement.

B. Said system shall meet the following criteria (subject to formal promulgation under M.G.L. Chapter 31, s.4 and 6A, if required):

1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file.

2. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade designated by the Authority (except in cases of potential conflict of interest or other legitimate reasoning).

3. Formal evaluations shall be completed at least once per year for each employee but not more than twice per year.

4. All supervisors shall be responsible for ensuring that all employees understand the expectations and responsibilities of his/her position. Supervisors shall assist all employees to effectively carry out their responsibilities; be responsible for identifying any issues with performance early; and advising and coaching the employee accordingly. Supervisors shall engage each employee in discussions about responsibilities and performance on a regular basis. Further, supervisors shall undertake progressive discipline where appropriate as a means of correcting performance problems including participating in disciplinary action decision-making which may include issuing verbal and/or written warnings as required.

5. The performance dimensions shall be as objective and job-related as practicable.

6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.

7. At or near the end of the evaluation period, the supervisor shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with the content thereof.

8. Following the employee's review and signature, the form shall be submitted to the higher level supervisor for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

C. On or before July 1, 1990, the Authority shall develop evaluation forms, together with a format and plan for evaluation. Persons designated to do so by the Authority and the Union shall meet and shall expeditiously approve, disapprove or revise and approve the evaluation forms and the format and plan for evaluation. Said decision shall be final and binding.

D. Any employee who as a result of an evaluation pursuant to this Agreement receives an overall rating of unsatisfactory ("below" expectations) shall have the right to grieve said rating through Step II of the Grievance Procedure.

In the event that the employee is not satisfied with the grievance response, the employee may file through the Union, within fourteen (14) days, with the Authority a request for review of the Step II determination.

Said review shall be conducted by a tripartite panel consisting of one person designated by the Union, one person designated by the Authority and one person designated by the chairman of the Board of Conciliation and Arbitration.

The standards of review to be applied by the panel shall be whether the evaluation rating is arbitrary, discriminatory or whether it is clearly erroneous. The decision of the tripartite panel shall be final and binding.

E. Nothing in this Agreement shall be construed as limiting in any way any other appeal rights provided by law, if any.

F. The Authority shall develop and provide orientation for employees concerning the performance evaluation system established by this Article.

Section 3. Probationary Evaluation

A. To facilitate the determination whether an employee should be retained or any performance deficiencies may be corrected during or after his/her first six (6) months of consecutive service (the initial probationary period), the Authority will instruct managers and supervisors of unit employees to (a) complete a "Probationary Evaluation Form" for each employee when the employee has served three (3) consecutive months, (b) discuss the results with the employee, (c) plan how any identified performance deficiencies are to be corrected during the remainder of the probationary period, (d) conduct a final probationary evaluation prior to the employee's completion of the probationary period and, at the same time, recommend continued employment, extension of the probationary period for not more than ninety (90) days or termination. If a probationary period is extended, that extension will continue an employee in probationary status until the completion of the extended period or any earlier continued employment or termination decision. Further, when a probationary period has been extended, a second "Final Evaluation" must be completed prior to the expiration of the extended probationary period.

B. Until the successful completion of his/her probationary period, neither the employee nor the Union may challenge through the grievance (including arbitration) procedure any decision made by a manager or supervisor of a unit employee so long as such decision has been approved by the employee's division director and not disapproved by the Department of Human Resources. This evaluation system for probationary employees will conform with section 2.B. 1., 2., 4., 6., 7. (though an employee's failure to sign the form will not invalidate the appraisal) and 8., as well as section 2.C. of Article 11A.

Section 4.

All supervisors shall be responsible for ensuring that all employees understand the expectations and responsibilities of his/her position. Supervisors shall assist all employees to effectively carry out their responsibilities; be responsible for identifying any issues with performance early; and advising and coaching the employee accordingly. Supervisors shall engage each employee in discussions about responsibilities and performance on a regular basis. Further, supervisors shall undertake progressive discipline where appropriate as a means of correcting performance problems including participating in disciplinary action decision-making which may include issuing verbal and/or written warnings as required.

ARTICLE 12
GROUP HEALTH INSURANCE CONTRIBUTIONS

Effective August 1, 2009, for all employees hired prior to June 30, 2003 the Authority shall pay

eighty percent (80%) of the monthly premium rate for one of the available health insurance plans, including health maintenance organization plans, selected by the employee and each employee covered shall pay twenty percent (20%) of the premium rate for the type of plan and coverage that is provided for him/her and his/her dependents under the selected plan. Effective August 1, 2009 for all employees hired after June 30, 2003, the Authority shall pay seventy-five percent (75%) of the monthly premium rate for one of the available health insurance plans, including health organization maintenance plans, selected by the employee and each employee covered shall pay twenty-five percent (25%) of the premium rate for the type of plan and coverage that is provided for him/her and his/her dependants under the selected plan.

The Authority agrees to implement a pretax weekly deduction for health insurance as soon as administratively feasible.

ARTICLE 12A
HEALTH AND WELFARE FUND

Section 1.

The parties agree to remain in the state Health and Welfare Fund under an Agreement and Declaration of Trust executed previously by the Union and the Commonwealth. Such Agreement and Declaration of Trust provides for a Board of Trustees composed of an equal number of representatives of the Commonwealth and Union.

The parties agree to exert their best efforts to have a representative of the Authority added to the Board at the earliest possible opportunity.

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion, and within the terms of this Agreement and the Agreement and Declaration of Trust, health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

Section 2. Funding

The Authority agrees to contribute on behalf of each full-time employee equivalent the sum of $18.00 per calendar week effective January 1, 2019.

The contributions made by the Authority to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Authority in an aggregate sum within forty-five (45) days following the end of the payroll calendar month during which contributions were collected. The parties agree to take the required steps to ensure that Authority employees are covered by the Health and Welfare Fund of the Commonwealth of Massachusetts to which this Union is a party in order to effectuate the provisions of this Article.

Section 3. Non-Grievable

No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Authority and the Union.

Section 4. Authority's Liability

It is expressly agreed and understood that the Authority does not accept, nor is the Authority to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund.

ARTICLE 12B
TUITION REMISSION AND ASSISTANCE

Full-time employees shall be eligible for tuition remission as follows:

A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any community college, state college, or state university, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply;

B. For enrollment in any non-state-supported course or program offered through continuing education at any community college, state college, or state university, excluding the M.D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply;

C. Remission benefit is subject to space available and usual and ordinary admission policies. It is also subject to approval of the Board of Regents of Higher Education and policies and procedures of same.

D. Full-time employees shall be entitled to participate in the Authority's Tuition Reimbursement Program if (a) the Authority's qualifications for participation in this program are met, and (b) if any course or program to which the employee seeks admission is not offered at any state institution or, if offered, does not meet the employee's and the Authority's needs. In the latter event, participation in this program will be permitted only with the permission of the Human Resources Director, which permission will not be unreasonably withheld if the employee submits a request citing "good reason(s)" why available state-supported courses are less advantageous to the employee and the Authority. The annual maximum reimbursement will be $2,500 for any employee participating in the program.

ARTICLE 13
TRANSFERS, PROMOTIONS AND FILLING OF VACANCIES

Section 1. Transfers and Shift and Day off Selection

A. Before posting, the Authority will fill vacancies from volunteers as follows:

1. Selection between employees seeking any change in his/her shift or work schedule, without a change of work location or job title, will be made on the basis of seniority in the job title, subject to the approval of his/her superintendent. Approval will not be unreasonably withheld. The request and approval for a change of shift will be in writing following a polling of the employees at the location holding the applicable job title.

2. Selection between employees seeking a change in work location but without a change in job title, will be made on the basis of seniority in the job title from among those employees considered by the Authority to be able to adequately perform the duties of the position with orientation.

B. Employees seeking a change of position under paragraph (ii) must submit to the Division Director, a written application on a change of position form issued by the Authority referenced as Attachment A. The division shall forward a copy of the application form to the Director of Human Resources. A request of change of position will remain valid until it is granted or rescinded in writing by the employee. If an employee wants to withdraw a request he/she must notify the Division Director in writing. Once an employee accepts a position, he/she will have no right to return to his/her former position and further provided that no employee may exercise lateral transfer rights more than once during any thirty (30) day period.

C. Applicants for vacant positions will be considered first from the employees who have properly submitted a change of position form. The selection process will be subject to Authority personnel procedures. If an acceptable candidate is not selected using this method, the posting procedure will take effect.

D. For the purpose of computing seniority as defined above, when an employee is off the payroll for a period of thirty (30) calendar days or more, except when such absence from the payroll is for industrial accident leave, military leave, maternity leave, family leave, maternity leave or education leave, his/her seniority shall be computed from the day he/she returns to the payroll until such time as he/she remains continuously on the payroll for a period twice the length of his/her absence, at which time he/she may add his/her previous creditable service for consideration under the specific personnel procedure in which seniority is a criterion.

Section 2. Posting of Vacancies

All vacancies, excluding those reasonably anticipated to be for less than one year, will be posted for five (5) calendar days. If an employee is on vacation during the posting period the employee

would be able to post an application upon their return. The Authority is free to hire from outside the Authority and the bargaining unit but at the same time, every reasonable effort will be made to promote those employees who meet the established requirements. The job posting shall include the job title, salary grade, eligibility requirements and other pertinent information.

Section 3. Filling of Vacancies

This Article is applicable to the filling of a vacancy within the bargaining unit by: promotion of an employee or voluntary movement of an employee to an equal or different grade in a different title where such a move would place the employee in a different career path or otherwise offer future promotional opportunities. This Article is not applicable to any filling of a vacancy reasonably anticipated to be for less than one year. The application of this Article is in all cases restricted to employees who possess the education, training, and/or experience requirements established by the Human Resources Department for appointment to the relevant position.

A. The following factors will be used by the Authority in determining selection for a vacancy as defined above:

1. Ability to do the job.
   (Example: Licenses or Registration - in positions where a license or registration is required in the job specification or by a state approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made.)

2. Work history.

3. Experience in related work.

4. Education and training directly related to the duties of the vacant position.

If after applying these factors, two or more applicants are considered approximately equal, then length of service with the MWRA/MDC will be the deciding factor.

B. Unsuccessful applicants for posted vacancies will receive a Notice of Non-Selection form (Attachment A) stating the reason(s) for non-selection in accordance with the criteria contained in this Article. The notice shall be given at the time the vacancy is filled.

Section 4. Promotional Probationary Period

A. A promoted employee whose performance is unsatisfactory may, at the discretion of the Authority, be returned to his/her previous job title at any time during the probationary period of six (6) months, such determination shall not be subject to the grievance procedure.

B. If the employee requests within two weeks before the mid-point of his/her probationary period, his/her supervisor shall meet with the employee and, if requested by the employee, a union representative to discuss the employee's performance in the position.

C. At any time prior to the mid-point of the probationary period, an employee may request to return to his/her former job title, and such request will be granted.

D. If an employee is returned to his/her former job title pursuant to paragraph C, said employee will not be eligible for promotion pursuant to this Article for a period of one year.

E. After the mid-point of the probationary period has been reached, the employee may only choose to return to his/her former position if there is a vacant position available.

F. All promotions made under this Article will be temporary appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article shall be filled temporarily at least until the promoted employee has completed his/her probationary period.

Section 5. Grievances

Grievances under this Article may be processed through Step III of the grievance procedure but may not be subject to arbitration.

ARTICLE 14
CONTRACTING OUT

The Labor/Management Committee established in Article 26 shall, at the request of either party, discuss any existing or proposed contracting out of work typically performed by unit employees. The Committee may make recommendations regarding whether such work could more efficiently be performed by existing bargaining unit personnel.

When the Authority contracts out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Authority and the Union shall discuss the availability of similar positions within the Authority, as well as the availability of positions for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 15
OUT OF TITLE WORK

Section 1. Work in a Lower Classification

While an employee is performing the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.

Section 2. Work in a Higher Classification

Any employee who is assigned by the Authority to a position in a higher grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from the first day of the appointment, if the assignment is approved within that period by the Director, Human Resources Department. To seek approval, a copy of Form A, attached to this Agreement, must be completed whenever a temporary assignment to a higher classification is expected to exceed thirty consecutive calendar days.

Section 3. Overtime Compensation

A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation unless it is higher than the maximum of the grade in which overtime is rendered, in which case he/she shall be paid at the maximum rate for the grade in which service is rendered.

ARTICLE 16
CLASSIFICATION AND RE-CLASSIFICATION

Section 1.

The Authority shall provide the Union with a copy of the job description of each title covered by this Agreement.

Section 2.

Each employee shall be permitted to examine his/her job description.

Section 3.

In the event the Authority decides to exercise its right to reclassify a position covered by this Agreement, it agrees to negotiate with the Union over the appropriate wage rate.

ARTICLE 17

Section 1.

The MWRA will implement a productivity improvement program for maintenance and operations functions within the Operations Division. The overall objectives of this program will be 1) to increase the efficiency and coordination and sharing of resources between operations and

maintenance functions; 2) an improvement in overall quality and productivity of work; 3) to create a team-based approach to the performance of maintenance; 4) to increase the number of classifications available to perform light maintenance; 5) to consolidate certain titles and job responsibilities into single classifications to increase effectiveness; 6) the promotion of one-on-one training, skill sharing and multiple skill development; 7) the creation of roving operations and maintenance teams/crews; 8) a reduction in overtime expenditures; and 9) to implement a competency-based training approach to the development of new required skills.

Section 2.

The Union agrees to work closely with management and other bargaining units during the implementation of this program and to provide the necessary support and cooperation as the productivity improvement program is development and implemented.

ARTICLE 18
LAY-OFF - RECALL PROCEDURE

Section 1. Definitions

For those employees transferred to the Authority under the provisions of Chapter 372 of the Acts of 1984, seniority shall mean all service rendered within the Commonwealth, the Metropolitan District Commission and the Authority. For all others, seniority shall mean all service rendered within the Authority.

Section 2.

A. Notice to the Union

In the event the Authority becomes aware of an impending reduction in work force, it will make every effort to notify the Union at least ten (10) calendar days prior to the layoff. Within five (5) days of notification of the impending layoff, unless it has already done so, the Authority shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar positions within the Authority and including the availability of any training programs which may be applicable to the employees.

B. Notice to the Employee

In the event of an actual layoff, the Authority will notify the affected employees in writing not less than five (5) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run on the date of the mailing of the notice.

Section 3.

A. Layoff

In the event the Authority shall layoff an employee because of a reduction in force, the least senior employee in the affected title in the Authority shall be laid off. Within two (2) work days of receipt of notification of layoff, the employee shall elect to either transfer or bump in accordance with the following section.

B. Bumping Procedure

Any employee who has been notified that he/she will actually be laid off may file with the Authority, within two (2) working days of receipt of such notice, a written request to be demoted to a bargaining unit position within the jurisdiction of the Authority in the next lower title or titles for which he/she is determined qualified by the Authority, provided that there is an employee junior to him/her in such lower title or titles.

Section 4. Recall Procedure

A. The Authority shall maintain a recall roster from which laid off employees will be recalled to the title from which they were laid off in accordance with their seniority provided they are qualified to perform the work as determined by the Authority.

B. The Authority shall appoint employees on the recall roster, prior to the appointment of any other applicant, to fillable vacant bargaining unit positions for which the laid-off employee is determined qualified by the Authority.

C. A laid-off employee will remain on the recall roster for three (3) years, except an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who refused such offer shall be removed from the recall list and his/her recall rights shall terminate at that time.

D. Notwithstanding the above, a laid-off employee who fails to respond in writing to a notice of recall within seven (7) calendar days of the receipt of such recall offer, or who upon acceptance of the recall offer fails to report to work on the appointed date, shall forfeit any further recall rights.

E. Notices of recall sent by the Authority to a laid-off employee and the employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail, return receipt requested.

ARTICLE 19
TRAINING AND CAREER LADDERS

Section 1.

The Authority and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish a process for generating such program recommendations and their implementation.

Section 2.

The Joint Labor/Management Committee shall have the responsibility of reviewing existing training programs and career ladders and recommending changes therein.

ARTICLE 19A
TECHNOLOGICAL CHANGE

Section 1.

To ensure that the introduction and implementation of technological changes occur in the most effective manner, a Joint Committee, with equal representation from the Authority and the Union, shall be established. The purposes of the Joint Committee will include:

1. to review the impact of technological changes;

2. to meet and discuss the impact of technological changes on such issues as wage and classification changes, career ladder realignments, methods of introduction of new equipment and operating procedures, ergonomic specification, health and safety issues, training and job redesign;

3. to develop and recommend specific training programs and/or procedures regarding use and operation of equipment; and

4. to review specific problems as they arise.

ARTICLE 20
SAFETY AND HEALTH

Section 1.

The Authority agrees to provide a safe, clean, wholesome surrounding in all places of employment. At least once per week the Authority shall inspect the premises to maintain good housekeeping. The Authority shall inspect lighting, floors, ceilings and walls, stairs, roofs, ladders, tables, filing cabinets, lifting devices, benches, chairs, heating equipment, electric fans, storage spaces, trucks, conveyor belts, containers, packing cases, machines, tools and any other

physical property used in any place of employment.

Section 2.

All uniforms, safety shoes, hard hats, eye and face protection furnished to MWRA employees are the property of the MWRA and shall be worn in a manner consistent with existing procedures or as directed by management. Employees are responsible for the care of all MWRA property issued to them. Employees designated or directed to wear uniforms and/or safety shoes shall wear them at all times when on duty including regular work hours, continuation of the day overtime and emergency overtime situations. Employees must return all uniforms and equipment upon resignation or retirement from the MWRA.

Section 3.

In locations such as manholes where valves or other control devices may be located, the person in charge shall ascertain that no noxious or poisonous gases are present therein by appropriate approved safety monitoring devices before permitting any employee to enter the manhole for any reason. When such gases are present, no employee shall be permitted to enter the manhole until the situation is corrected. Harnesses or other protective devices must be used where any danger is present.

Section 4.

Where it is necessary to make excavations for the purposes of repairing burst water mains, the supervisor of the work location shall provide proper shoring to prevent cave-ins.

Section 5.

If a tool, machine, or piece of equipment is defective, worn out, or dangerous to operate because of its condition, a repair or replacement work order in duplicate shall be submitted to the supervisor who will not permit its use until authorized by his/her supervisor or his/her designee.

Section 6.

Supervisors shall at all times be concerned with the safety and health of employees. No employee shall be required to use any tool, machinery or equipment unless said employee is adequately oriented, experienced or familiar with the use of such.

Section 7.

A. At the discretion of the Authority, in instances where MWRA has reason to believe that an employee has a mental or physical incapacity rendering him/her unfit to perform his/her job or which jeopardizes workplace safety or stability, an employee may be removed from the workplace and required to undergo an examination by an Authority-approved medical professional to determine his/her fitness for work. This examination and determination whether

the employee is fit for duty shall occur within ten business days of the employee's removal from the workplace. This time limit shall not apply where the failure for the examination to occur is the fault of the employee. If this medical professional determines that the employee is fit for duty, the employee will return to duty without loss of wages or leave for the period from the date the Authority removed the employee from the workplace and requested an examination through the day on which the Authority approves a return to work. If this medical professional determines that the employee is unfit for duty, the employee will be charged available paid time off pay from the date the Authority removed the employee from the workplace and requested an examination through the day on which the Authority approves a return to work. The Authority will pay for a fitness for duty examination and the employee's participation therein.

B. The employee may challenge any adverse determination through the grievance procedure, during which the employee, if he/she so desires, may be represented by a physician of his/her choice in any hearings.

Section 8.

The Authority agrees to work jointly with the Union to provide health screening, preventive medical services, training and safety equipment which may be useful in addressing the occupational hazards at the workplace, including measures which may reduce the risks to workers from contact with raw or partially treated sewage or sewage treatment chemicals. The Labor Management Committee shall oversee implementation of this section.

Section 9.

Pregnant employees who work in conditions deemed hazardous to the pregnancy by the attending physician may make a written request to the Authority for a temporary reassignment within their job description or a comparable position, or may have their duties modified for the duration of the pregnancy. If no suitable assignment is made available by the Authority, the pregnant employee may choose a voluntary layoff. Upon request by management, the employee will provide substantiating medical evidence.

Section 10.

The person in charge of a work location will make reasonable efforts to have the air quality checked as appropriate and to respond in a timely way when the Union alleges in writing that the air quality is substandard. If the air quality is found to be substandard, Management will make timely and reasonable efforts to improve it.

Section 11.

Each department head shall issue instructions to all supervisory personnel to carry out the provisions of this Article. The parties agree that all supervisors and all employees are responsible for ensuring safe workplaces and adherence to safe work practices. Supervisors are responsible for ensuring that copies of local safety plans and standard operating procedures are

made available to employees. Employees must comply with local safety plans and standard operating procedures, as well as any other safety and health related policies, practices, procedures and directives issued by the MWRA. All such local safety plans, standard operating procedures and safety policies, practices, procedures and directives shall be distributed to the Union President.

Section 12.

When an employee reports any condition which he/she believes to be injurious or potentially injurious to his/her health to the supervisor of a work location, the supervisor shall correct the situation if within his/her authority, or shall report said complaint to his/her supervisor for prompt action.

Section 13.

Whenever temperature inside any work location is unusually hot or cold, the person in charge of such work location shall immediately contact the person responsible for the building to determine the cause and probable length of time necessary to correct the problem.

Section 14.

A copy of the provisions of this Article shall be provided to each supervisor of each unit employee.

Section 15.

Rules and regulations issued by the Division of Industrial Safety pertaining to the use of power tools; for the prevention of accidents in window cleaning; for common drinking cups and common towels in factories, workshops, manufacturing, mechanical and mercantile establishments; for safeguarding power press tools; for toilets in industrial establishments; to govern compressed air work; to establish safety rules and regulations and machinery standards; relating to safe and sanitary working conditions in foundries; relative to benzol, carbon tetrachloride and other substances hazardous to health; for the prevention of accidents in construction operations; pertaining to structural painting; for the care of employees injured or taken ill in industrial establishments; for safeguarding woodworking machinery; lighting codes for factories, workshops, manufacturing, mechanical and mercantile establishments; and any other rule or regulation adopted by the Department of Labor and Industries (DLI) intended to govern the prevention of accidents or industrial diseases and not inconsistent with the provisions of this Agreement are all incorporated herein, unless the Authority demonstrates to the satisfaction of the Union that any such rule or regulation no longer represents the position of DLI or the professional safety community.

Section 16.

For so long as the Waterworks and Sewerage Divisions maintain their divisional safety

committees, the Union shall be entitled to have as many as three representatives serving on each of the two committees. The Union President shall also serve in an ex-officio capacity on both committees.

The Union recognizes that the committees, the Union, the MWRA and the divisions are best served by the appointment of employees who are interested in ensuring that MWRA workplaces are safe and safe work practices are followed. The parties agree that when a Unit 3 vacancy occurs on either committee, the Union will make every reasonable effort to nominate employees for committee service who share this interest, whose work locations are geographically diverse, who will attend regularly scheduled meetings and will cooperate with the committee in conveying information from employees to it and from it to employees.

If the Union nominates an employee for a Unit 3 vacancy on either committee, the committee shall have the right to approve or disapprove the nomination by majority vote of those attending any regularly scheduled meeting if the nomination has been moved and seconded. A majority of committee members must be present, but need not vote, in order for approval or disapproval to be binding. Majority presence constitutes a quorum.

At any regularly scheduled meeting, the committees may remove Unit 3 members, by majority vote, if there exists a quorum, and if the member(s) has (have) demonstrably failed to fulfill his/her (their) responsibilities as outlined above.

Section 17.

The Joint Labor/Management Committee (or a sub-committee thereof) shall meet on a regular basis to identify sources of stress and hazard in the workplace and work environment and shall recommend changes as needed.

Section 18.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step III of the grievance procedure but may not be the subject of arbitration.

ARTICLE 21
DRUG AND ALCOHOL POLICY

The MWRA Drug and Alcohol Testing Policy, attached as Appendix B, shall apply to all bargaining unit employees, and is incorporated herein by reference.

ARTICLE 22
CREDIT UNION DEDUCTION

The Authority agrees to deduct from the regular salary payments (not a draw) of employees an amount of money, upon receipt of the employee's written authorization for the deduction, for the purchase of shares in, making deposits to, or repaying a loan to a credit union organized under

appropriate provisions of the Massachusetts General Laws by the Union. Any written authorization may be withdrawn by the employee by submitting a written notice of withdrawal to the Authority and the treasurer of the credit union thirty days in advance of the desired cessation of payroll deduction.

ARTICLE 23
DISCIPLINE, ARBITRATION AND GRIEVANCE PROCEDURE
ARBITRATION OF DISCIPLINARY ACTION

Section 1.

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months or more, and who has successfully completed his/her initial probationary period, shall be discharged, suspended, or demoted for disciplinary reasons arbitrarily or capriciously. Any employee who severs his/her employment with the Authority must serve an additional probationary period of six (6) consecutive months upon reemployment whether in the same or a different job title. Any such employee will be considered a new employee for purposes of this Article.

Section 2.

In the event that an employee is not given a hearing prior to the imposition of discharge or discipline, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee to the Step I person designated by the Authority within eight working days of the date such action was taken. The grievance shall be treated as a Step I grievance and the GRIEVANCE PROCEDURE as contained in this Article shall apply.

Section 3.

In the event that any employee is given a hearing prior to the imposition of discipline or discharge, a grievance alleging a violation of this Article shall be submitted in writing by the aggrieved employee to the division/unit director and Director of Human Resources within eight working days of the date such action was taken. The grievance shall be treated as a Step III grievance and the GRIEVANCE PROCEDURE as contained in this Article shall apply.

Section 4.

As a condition precedent to submitting a grievance alleging a violation Section 1 of this Article, the Union and the employee involved shall sign and give to the Authority, on a form prepared by the Authority, a waiver of any and all rights to appeal the disciplinary action to any other forum including the Civil Service Commission. The waiver shall include a declaration that no other disciplinary review has been commenced.

Section 5.

Should the Union submit a grievance alleging a violation of Section 1 of this Article to arbitration pursuant to the grievance procedure, the arbitration shall be conducted on an expedited basis.

An employee and/or Union shall not have the right to grieve, pursuant to this Article, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown, or withholding of services unless the Union alleges that the employee did not engage in such conduct.

Section 6.

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this collective bargaining agreement.

Section 7.

The grievance procedure shall be as follows:

Step I

An employee and/or the Union shall submit a grievance in writing to the person designated by the Authority for such purpose not later than twenty-one calendar days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. The person so designated by the Authority shall reply in writing by the end of seven calendar days following the date of submission.

Step II

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal shall be presented in writing to the person designated by the Authority for such purpose within ten calendar days following the receipt of the Step I decision. The person so designated shall meet with the employee and/or the Union for review of the grievance and shall issue a written decision to the employee and/or the Union within fourteen calendar days following the day on which the appeal was filed.

Step III

In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented to the Human Resources Department within seven calendar days of the receipt of the unsatisfactory decision. The Human Resources Department shall issue a written reply by the end of twenty-one calendar days following the day on which the appeal was filed, or, if a conference is held, by the end of fourteen working days following the close of the

conference; every effort will be made to hold such conference within fourteen working days following the filing of the appeal.

Step IV

Grievances unresolved at Step III may be brought to arbitration solely by the Union by filing with the Director of the Human Resources Department, or his/her designee, within fourteen working days of the receipt of the Step III decision, a completed Request for Arbitration form.

Section 8.

The parties will attempt to agree on an arbitrator on a case-by-case basis. Failing such agreement within ten calendar days of the Human Resources Director's (or his/her designee's) receipt of the Request for Arbitration, the Union may file said Request for Arbitration with the American Arbitration Association under its Voluntary Labor Arbitration Rules.

Section 9.

Once arbitration has been requested by the Union a hearing shall be held no later than twelve (12) months from such request. If a hearing is not held within the twelve (12) month period, due to inaction of the Union, the grievance is thereby withdrawn with prejudice but without precedence.

Section 10.

The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The decision or award of the arbitrator shall be final and binding in accordance with Massachusetts General Laws, Chapter 150C.

Section 11.

All fees and expenses of the arbitrator, if any, which may be involved in the arbitration proceeding shall be divided equally between the Union and Authority. Each party shall bear the cost of preparing and presenting its own case.

Section 12.

If a decision satisfactory to the Union at any level of the grievance procedure other than Step IV is not implemented within a reasonable time, the Union may re-institute the original grievance at the next step of the grievance procedure. A resolution of a grievance at Step I or Step II shall not constitute a precedent.

Section 13.

If the Authority exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step IV. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Section 14.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties in writing.

Section 15.

The Authority shall designate a person or persons to whom grievances may be submitted at Step I and/or Step II.

Section 16.

A Union representative or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his behalf and shall have the opportunity to be present at grievance meetings between the employee and the Authority held in accordance with the grievance procedure.

Section 17.

The parties will make every effort to expedite arbitration hearings for employees who have completed their probationary period and have been involuntarily terminated.

ARTICLE 24
PERSONNEL RECORDS

Section 1.

Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

Section 2.

Whenever any material, including evaluations, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

Section 3.

A. The Union or any employee may challenge the accuracy or propriety of such material and personnel evaluation by filing a written statement of the challenge in the personnel file.

B. An employee may file a grievance based on a personnel evaluation or on any material either of which results in a negative action. Said material will be found to violate this agreement only if it is arbitrary, discriminatory or contains factual allegations which are clearly erroneous. Upon a determination at any step of the grievance procedure that such personnel evaluation, any other material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate evaluation, material, or portion thereof, shall be removed from the file, together with any of the employee's statements in response thereto.

C. Except as provided in Article 11 A, performance evaluations may not be reviewed or set aside by any third party.

ARTICLE 25
MANAGERIAL RIGHTS/PRODUCTIVITY

Section 1.

Except as otherwise limited by an express provision of this Agreement, the Authority shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted; the determination of the content of job classifications; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

Section 2.

Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Authority and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

Section 3.

It is acknowledged that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the Union agrees that the Authority shall

not be obligated to any additional collective bargaining.

Section 4.

In the event that midterm bargaining does occur for any reason during the life of this Agreement, the parties will devote their best efforts to expeditious resolution of the issues to be bargained.

Section 5.

Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

Section 6.

This agreement is subject to the provisions of Chapter 372 of the Acts of 1984.

ARTICLE 26
LABOR/MANAGEMENT COMMITTEE

Section 1.

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive employee relations, a Joint Labor/Management Committee shall be established which shall consist of up to four (4) representatives designated by the Authority and up to four representatives designated by the Union.

Section 2.

The Committee shall meet at least ten times each year. Such meetings shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern including improvement of Authority/employee relations and improvement of productivity.

ARTICLE 27
NO STRIKES

Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown or withholding of services by employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if

such action does occur, exert its best efforts to terminate it.

ARTICLE 28
SAVINGS CLAUSE

In the event that any Article, section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Authority of funds made available through federal law, rule or regulation, then such specific Article, section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Human Resources Department and may be submitted by the Union to expedited arbitration.

ARTICLE 29
DURATION

This Agreement shall be for the three (3) year period from July 1, 2017 through June 30, 2020, and the terms contained herein shall become effective upon ratification by the Union and approval by the MWRA Board of Directors, unless otherwise specified. Should a successor agreement not be executed by June 30, 2020, this Agreement shall remain in full force and effect until a successor agreement is executed. At the written request of either party, negotiations for a successor agreement will be commenced on or after January 1, 2020.

Signed this 7 day of September, 2017

Massachusetts Water Resources Authority

Frederick A. Laskey
Executive Director

Michael Hornbrook
Chief Operating Officer

John Vetere
Deputy Chief Operating Officer, OE&C

Carolyn Fiore
Deputy Chief Operating Office, PP&P

Michele Gillen
Director of Administration

Karen Gay-Valente
Director of Human Resources

Thomas Durkin
Director of Finance

Steve Perry
Manager, Labor Relations & Workers' Comp.

Tomeka Cribb-Jones
Negotiating Committee

Susan Brazil
Negotiating Committee

Charles Ryan
Negotiating Committee

Eben Nash
Negotiating Committee

Ted Regan
Negotiating Committee

Daniel Keough
Negotiating Committee

NAGE Local R1-168

David J. Holway
National President, NAGE Local R1-168

Kevin Preston
State Director, NAGE

Thomas Flynn
National Representative

William Lane
President

Edward Sullivan
Executive Vice President

Paul Hynes
Regional Vice President, Central

Paul Arena
Regional Vice President, Eastern

Michael Pasquale
Regional Vice President, Western

Dennis Normant
Recording Secretary

David Finn
Treasurer

MASSACHUSETTS WATER RESOURCES AUTHORITY
Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

May 17, 2017

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 0216

Re: EAP 24 Hour Emergency Services

Dear Mr. Lane:

This letter will serve to continue the understanding reached between the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

MWRA is committed to working with its current Employee Assistance Provider to identify substance abuse assistance programs that provide 24 hour assistance in the admittance to a substance abuse program.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

Steve Perry
Manager, Labor Relations and Workers' Compensation

William Lane, President
NAGE Local R1-168

MASSACHUSETTS WATER RESOURCES AUTHORITY
Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

May 17, 2017

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169-4213

Re: Labor Coalition and Management Committee

Dear Mr. Lane:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2017-2020 collective bargaining agreement between the Massachusetts Water Resources Authority and the National Association of Government Workers, R1-168 regarding the following issue:

The MWRA agrees to establish a Labor Coalition and Management Committee to review and address the issue of substance abuse dependency. The committee shall work jointly to make recommendations to the MWRA's Executive Director about programs or ways through which the MWRA can assist employees.

If the Committee agrees to implement a program or policy prior to the next successor agreement negotiations, it is agreed that the newly created policy will supersede the specific changes made to the MWRA's Drug and Alcohol Testing Policy during these negotiations.

This agreement does not alter the MWRA's existing Drug and Alcohol Testing Policy as contained in the collective bargaining agreement between the parties.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Steve Perry
Manager, Labor Relations and Workers' Compensation

William Lane, President
NAGE Local R1-168

MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

August 24, 2006

Mr. William Lane
President, NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Dear Mr. Lane:

This letter will serve to formalize our mutually agreed understanding relative to the compensation for employees who are required to work more than 24 continuous hours during an emergency situation as designated by MWRA management.

As discussed and agreed, prospectively, at the sole discretion of MWRA, employees required to remain on duty after 24 continuous hours will receive overtime compensation at straight time on an hour for hour basis in addition to their regular pay for each hour of work performed on their regular shift. Once the employee is relieved from duty by their manager, the employee will be placed on administrative leave with pay for the sum of all hours remaining on their regular shift for that day.

By formalizing this agreement, the Union agrees that the MWRA retains the inherent right to relieve from duty any employee who has worked sixteen (16) hours. The Union further agrees that MWRA may rescind this agreement at any time with or without notice and that this agreement solely amends Article 6, Section 2 and not any other portions of the collective bargaining agreement between the parties.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane
President

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

February 21, 2012

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Compensatory Time Program

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Government Employees, Local R1-168 ("NAGE") regarding the following issue:

The MWRA and NAGE agree to implement a pilot compensatory time overtime program for employees who are not ordinarily eligible for compensatory time. Employees will be allowed to choose between overtime pay and compensatory time when performing overtime work. Compensatory time must be used like vacation hours in that it requires an advanced supervisor approval. Compensatory time cannot be accrued in excess of eighty (80) hours. The compensatory time program shall be reviewed and is co-terminus with the conclusion of the party's collective bargaining agreement.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY
Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

February 21, 2012

William Lane
President, Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Sick Leave as Personal Time

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011-2014 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

The Parties agree that employees hired after the execution of this agreement that complete their six (6) month probationary period and who have a sick leave balance of forty-eight (48) hours may utilize two (2) sick days in the same manner as two (2) personal days. The two (2) sick days may be taken during the next twelve (12) months at a time or times requested by the employee up to and including the day of the request and each sick request will be granted unless operations will be significantly impacted. These days shall be deducted from the employees accumulated sick leave accruals, but shall not be considered sick leave for the purposes of monitoring sick leave usage and annual redemption of sick leave buy back.

This pilot program shall be co-terminus with the parties' collective bargaining agreement.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane D.N.
William Lane, President
NAGE Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

February 21, 2012

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Trainer Pay

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2011 – 2014 collective bargaining agreement between the Massachusetts Water resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

NAGE members, who train MWRA employees, shall have their trainer stipend increased from $1 to $2 per training hour performed.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Pilot Compensatory Time Program

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Government Employees, Local R1-168 ("NAGE") regarding the following issue:

The MWRA and NAGE agree to implement a pilot compensatory time overtime program for operations employees. Contingent upon management's approval, an employee may elect to receive compensatory time in lieu of overtime provided that they have a minimum balance of accrued sick time as indicated in the chart below:

Completed years of Creditable Service	Accrued Sick Leave
0– 1 year	3 days
1– 5 years	7 days
5–10 years	12 days
10–20 or more years	17 days

Requests to use earned compensatory time must be made and approved within the same advance notification requirements as stated in Article 7 vacation leave. Compensatory time cannot be accrued in excess of forty (40) hours. The MWRA agrees to review on a case by case basis instances when an employee does not have the pre-requisite sick day balance indicated above due to an approved FMLA absence or a serious medical condition within the previous 12 months.

This program will be evaluated in 12 months to determine the feasibility of continuing the program. Further this pilot program may be terminated at any time by the MWRA after notification to the union.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Call Back Pay

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue: Article 6 section 5;

Calls, emails or texts that require an employee to initiate a chain of events in order to respond, will be eligible for two hours of overtime pay. Initiating a chain of events means that in order for the employee to respond he/she was required to perform substantive work consisting of at least two or more phone calls, emails or texts or other telecommunications within a two hour period. Responding via text, email or phone call, to a request for information that the employee knew or should have known (for example, a quick status update requested by the employee's supervisor), does not qualify.

Your signature below will indicate that this does in fact represent the understanding.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 0216

Re: Written Warning Review

Dear Mr. Lane:

This letter will serve to continue the understanding reached between the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

MWRA agrees to review Written Warnings issued to an employee in eighteen (18) month intervals, provided that the employee has not engaged in any inappropriate conduct which resulted in additional disciplinary action during this period. Eighteen (18) months after issuance of a written warning, the MWRA will make a determination as to whether the Written Warning may be expunged from the employee's personnel record. Where MWRA has determined, after eighteen months, that the warning may not be expunged, the warning shall be expunged eighteen (18) months later, provided the employee has not engaged in any inappropriate conduct which resulted in additional disciplinary action during this period. Written warnings related to violations of civil rights, violence in the workplace or sexual harassment shall not be affected by this letter and the MWRA retains its discretion to retain such letters in the employee's personnel file.

Your signature below will indicate that the above does constitute the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

Printed on 100% Recycled Paper

MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Apprenticeship Programs

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2014 – 2017 collective bargaining agreement between the Massachusetts Water resources Authority (the "MWRA") and the National Association of Government Employees Local R1-168 ("NAGE") regarding the following issue:

MWRA agrees to continue to meet with representatives from the union to create apprenticeship programs or other in-house training and development programs.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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TTY: (617) 788-4971

December 1, 2014

William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Cancellation of Scheduled Overtime

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

MWRA agrees that in the event that a pre-scheduled overtime shift commences and the MWRA determines that the overtime is no longer required shortly after the start of the shift, the MWRA agrees to pay all affected employees a maximum of two (2) hours of overtime pay for the cancellation of the overtime shift.

Your signature below will indicate that the above constitutes the understanding reached between the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

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100 First Avenue, Building 39
Boston, MA 02129

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Executive Director

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Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

Mr. William Lane, President
NAGE Local R1-168
159 Burgin Parkway
Quincy, MA 02169-4213

Re: Supervisory Training

Dear Mr. Lane:

This letter will serve to confirm the understanding reached by the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority and the National Association of Government Workers, R1-168 regarding the following issue:

An employee who otherwise is qualified for the position of Area Supervisor, Unit Supervisor, Sr. T&T Operator, Trades Foreman, Facility Specialist I and HEO Supervisor I, but who otherwise does not possess the supervisory experience or the certification from the MWRA supervisory training program as a result of MWRA's failure to offer this course may still be eligible to apply for the position and will be considered. If this employee is selected for this position, the employee must successfully complete the next offered MWRA supervisory training program. Failure to participate in this program and the resultant awarding of the certification will result in the removal from this position.

Your signature below will indicate that the above constitutes the understanding reached by the parties.

Sincerely,

Karen Gay-Valente
Deputy Director of Human Resources

William Lane
President, Local R1-168

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MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard
100 First Avenue, Building 39
Boston, MA 02129

Frederick A. Laskey
Executive Director

Telephone: (617) 242-6000
Fax: (617) 788-4899
TTY: (617) 788-4971

December 1, 2014

William Lane
President, Local R1-168
159 Burgin Parkway
Quincy, MA 02169

Re: Drug and Alcohol 30 Day Suspension

Dear Mr. Lane:

This letter will serve to confirm the understanding reached between the parties during negotiations of the 2014-2017 collective bargaining agreement between the Massachusetts Water Resources Authority (the "MWRA") and the National Association of Governmental Employees, Local R1-168 ("NAGE") regarding the following issue:

MWRA agrees that all employees who are issued a thirty (30) day suspension as a result of a Drug and Alcohol Policy violation shall serve thirty (30) calendar days without pay.

Your signature below will indicate that the above constitutes the understanding reached between the parties.

Sincerely,

Karen Gay Valente

Karen Gay-Valente
Deputy Director of Human Resources

William Lane, President
NAGE Local R1-168

Printed on 100% Recycled Paper

MEMORANDUM OF UNDERSTANDING
UNIFORM AND DEBIT CARD AGREEMENT

Whereas the MWRA to implemented a new uniform program on or about July 1, 2013;

Whereas the MWRA and the National Association of Government Employees, Local R1-168 ("NAGE or Union") have met and discussed provisions and requirements of a new joint uniform program and debit card program:

Whereas the parties wish to memorialize the results of these discussions; and

Therefore the parties agree as follows:

1. Effective 7/1/18 employees required to wear an MWRA uniform and receive a MWRA issued debit card, shall have their accounts reloaded.

2. Effective 7/1/18 the MWRA shall add an additional $25 to the debit card balances for all employees participating in the uniform program.

3. Effective July 1, 2018, debit card balances will rollover for two years beginning July 1, 2018.

4. The MWRA shall work with its debit card vendor and union to identify and add approved retailers that will be approved for use with the MWRA issued debit card.

5. MWRA will continue to conduct post audits reviews of employee's work boot and work related items to ensure debit card use is for the intended purposes. Employees may be disciplined for debit card use to purchase items other than work boots or work related items.

6. Additional safety and miscellaneous clothing shall be adequately maintained in all MWRA stockrooms. Such clothing shall include, but not be limited to:, safety vests, rain coats and pants, rubber boots, non-prescription safety glasses, face shields, leather work gloves, winter gloves and hats, hard hats, hearing protection, chest waders and hip boots. This clothing and equipment will be provided as needed and when approved by management.

7. All MWRA clothing, hard hats, eye and face protection or other personal protective equipment furnished to MWRA employees are the property of the MWRA and shall be worn in a manner consistent with existing procedures or as directed by management. Employees are responsible for the care of all MWRA property issued to them. Employees are required to return all MWRA logo clothing and personal protective equipment upon resignation, retirement or termination.

8. Employees required to wear a MWRA uniform, must wear it when on duty including regular work hours and overtime hours. Steel-toe safety boots must be worn at all times when in the field. Failure to wear the MWRA uniform, required personal protective equipment or steel-toe safety boots will result in disciplinary action up to and including termination.

9. It is agreed by all parties that this Agreement will be without prejudice and shall not constitute or create any practice or precedent with respect to any other matter that has or may arise between the Union and the MWRA and may not be used or cited in any other forum or proceeding. It is further agreed that this Agreement does not constitute any alteration or amendment of the language in the collective bargaining agreement.

10. It is agreed that this Agreement is entered into by all parties of their own free will and it is duly executed by all parties and/or by their duly authorized representatives.

In agreement hereto, we hereby affix our signatures this 17 day of May 2017.

Massachusetts Water Resources Authority

Steven Perry
Manager, Labor Relations and
Workers' Compensation

NAGE, Local R1-168

William Lane, President

APPENDIX A

Unit 3 Weekly Salary Chart

1.5% increase 7/1/2017

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Promotional Factor
8	$723.10	$757.38	$791.63	$825.93	$948.91	$18.85
9	$747.04	$784.65	$822.25	$859.86	$989.43	$20.68
10	$772.38	$812.29	$852.20	$892.11	$1,026.96	$21.95
11	$796.09	$839.53	$882.95	$926.40	$1,068.07	$23.90
12	$827.05	$872.61	$918.14	$963.68	$1,110.88	$25.05
13	$868.15	$916.09	$964.05	$1,011.99	$1,165.99	$26.36
14	$900.27	$956.58	$1,012.90	$1,069.20	$1,237.30	$30.96
15	$939.78	$1,001.12	$1,062.46	$1,123.81	$1,302.12	$33.73
16	$984.23	$1,051.37	$1,118.49	$1,185.62	$1,375.63	$36.92
17	$1,036.56	$1,106.29	$1,176.03	$1,245.77	$1,443.81	$38.36
18	$1,080.59	$1,154.97	$1,229.37	$1,303.74	$1,511.94	$40.91
19	$1,130.40	$1,209.63	$1,288.82	$1,368.03	$1,587.03	$43.57
20	$1,184.83	$1,266.45	$1,348.10	$1,429.74	$1,656.72	$44.91
21	$1,234.46	$1,321.38	$1,408.30	$1,495.21	$1,733.66	$47.81
22	$1,289.94	$1,381.88	$1,473.80	$1,565.72	$1,815.74	$50.55
23	$1,349.99	$1,444.41	$1,538.81	$1,633.19	$1,891.78	$51.93
24	$1,405.73	$1,504.66	$1,603.59	$1,702.52	$1,972.06	$54.42

Unit 3 Weekly Salary Chart
2% increase 6/30/18

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Promotional Factor
8	$737.57	$772.53	$807.47	$842.45	$977.38	$19.22
9	$761.98	$800.35	$838.69	$877.06	$1,019.12	$21.09
10	$787.83	$828.53	$869.25	$909.95	$1,057.77	$22.39
11	$812.01	$856.32	$900.61	$944.93	$1,100.11	$24.37
12	$843.59	$890.06	$936.50	$982.95	$1,144.20	$25.55
13	$885.52	$934.41	$983.33	$1,032.23	$1,200.97	$26.89
14	$918.27	$975.71	$1,033.16	$1,090.58	$1,274.42	$31.58
15	$958.58	$1,021.14	$1,083.71	$1,146.29	$1,341.18	$34.41
16	$1,003.91	$1,072.40	$1,140.86	$1,209.33	$1,416.90	$37.66
17	$1,057.29	$1,128.41	$1,199.55	$1,270.69	$1,487.12	$39.13
18	$1,102.20	$1,178.07	$1,253.96	$1,329.82	$1,557.30	$41.73
19	$1,153.01	$1,233.82	$1,314.59	$1,395.39	$1,634.64	$44.44
20	$1,208.52	$1,291.78	$1,375.06	$1,458.34	$1,706.42	$45.80
21	$1,259.15	$1,347.81	$1,436.46	$1,525.12	$1,785.67	$48.76
22	$1,315.74	$1,409.51	$1,503.27	$1,597.03	$1,870.21	$51.56
23	$1,376.99	$1,473.30	$1,569.58	$1,665.86	$1,948.53	$52.97
24	$1,433.84	$1,534.75	$1,635.66	$1,736.57	$2,031.23	$55.51

Unit 3 Weekly Salary Chart
2% increase 6/29/19

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Promotional Factor
8	$752.32	$787.98	$823.62	$859.29	$1,006.70	$19.61
9	$777.22	$816.35	$855.47	$894.60	$1,049.69	$21.51
10	$803.59	$845.10	$886.63	$928.15	$1,089.51	$22.84
11	$828.25	$873.44	$918.62	$963.83	$1,133.11	$24.86
12	$860.46	$907.86	$955.23	$1,002.61	$1,178.53	$26.06
13	$903.23	$953.10	$1,003.00	$1,052.87	$1,237.00	$27.43
14	$936.64	$995.23	$1,053.82	$1,112.39	$1,312.65	$32.21
15	$977.75	$1,041.56	$1,105.39	$1,169.21	$1,381.41	$35.09
16	$1,023.99	$1,093.85	$1,163.68	$1,233.52	$1,459.41	$38.41
17	$1,078.44	$1,150.98	$1,223.54	$1,296.10	$1,531.74	$39.91
18	$1,124.25	$1,201.64	$1,279.04	$1,356.41	$1,604.02	$42.57
19	$1,176.07	$1,258.50	$1,340.89	$1,423.30	$1,683.67	$45.33
20	$1,232.69	$1,317.61	$1,402.57	$1,487.50	$1,757.61	$46.72
21	$1,284.34	$1,374.76	$1,465.19	$1,555.62	$1,839.24	$49.74
22	$1,342.06	$1,437.70	$1,533.34	$1,628.97	$1,926.31	$52.59
23	$1,404.53	$1,502.76	$1,600.98	$1,699.17	$2,006.99	$54.03
24	$1,462.52	$1,565.45	$1,668.37	$1,771.30	$2,092.16	$56.62

APPENDIX B

MWRA Drug and Alcohol Testing Policy

(1) An employee shall be subject to an immediate drug and/or alcohol test if:

(i) Probable cause of drug and/or alcohol use is determined by the Director of Human Resources or his/her designee following a written request, including email, from the employee's manager. Probable cause may be based, as examples, upon the following or other comparable fact patterns:

- Observable phenomena, while on duty, such as direct observation of illegal use or possession of drugs and/or alcohol and/or the physical symptoms of being under the influence of a controlled substance or alcohol.

- A pattern of abnormal conduct or erratic behavior while on duty (i.e. slurred speech, uncoordinated movement or gait, stupor, impaired judgment, or accidents or other disoriented behavior not obviously attributable to other factors.)

or

(ii) An employee is involved in an "accident" with accident being defined as an unplanned, unexpected and unintended event which:

a. initially appears to have been caused wholly or partially by an employee, and
b. occurs on MWRA property or on MWRA business or in an MWRA vehicle AND

(i) results in a fatality; or
(ii) an injury to him/herself or another person requiring immediate medical attention;
(iii) damage to property in excess of two thousand dollars ($2,000.00);
(iv) observation or a report of dangerous or erratic operation of equipment or vehicle; or
(v) a response by local or state police.

All employees involved in an accident must report such accident to his/her supervisor immediately. A failure to report such incident will result in disciplinary action.

(iii) When a manager learns of or observes facts or circumstances that suggest probable cause exists as described in (1) (i) above or that an employee has been involved in an accident as described in (1) (ii) above, he/she must immediately submit a written request, including email, to the Director of Human Resources or his/her designee for a drug and/or alcohol test stating the reasons for the request.

The Director of Human Resources or his/her designee will approve or deny such request in writing, including e-mail, and will immediately notify the Union of its determination, in writing, including email, that there is a basis to subject the employee to a drug and/or alcohol test.

An employee required to undergo drug testing under this policy shall be placed on administrative leave with pay pending the outcome of the test results. However, in the instance where the MWRA's Drug/Alcohol vendor notifies the MWRA that it is contacting the employee to discuss the test results, or the employee has tested positive for drugs, or the employee failed to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or

provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test or test sample, or there is indication of tampering, the employee will be placed upon leave without pay immediately upon the MWRA's notification by the MWRA's Drug/Alcohol vendor.

In instances where a sample is deemed dilute, upon notice from the Authority, the employee shall provide an additional sample for testing within two (2) hours of notification. When the employee provided two (2) submissions of dilute samples (except for cases where the employee has a documented medical condition) the employee shall be subject to a minimum thirty (30) calendar day suspension.

(iv) Testing will be performed as soon as practicable after an accident and as soon as practicable following a determination of probable cause, but no later than eight (8) hours after an accident or a determination of probable cause unless due to circumstances beyond the employee's control. Employees required to undergo drug testing under this policy shall be subject to drug testing for amphetamines, Cocaine, Marijuana, opiates, Phencyclidine (PCP), barbiturates, benzodiazepines, Oxycodone, Ecstasy and inhalants. Drug and/or alcohol testing will be conducted in accordance with U.S. DOT regulations governing the testing of holders of Commercial Drivers Licenses and/or the MWRA Drug and Alcohol Testing Policy. A Union representative may accompany the employee to the testing facility.

(2) When an employee is tested for drugs and/or alcohol based on probable cause and tests positive, but the employee has not been involved in an accident as described in (1) (ii) above nor has the employee been involved in any other violation of MWRA policy, the employee shall be immediately removed from his/her duties and the following will occur:

(i) The employee will be subject to a maximum fifteen (15) day suspension, provided however, if the employee claims a substance abuse dependency, the employee will be referred to a Substance Abuse Professional from the MWRA Employee Assistance Program ("EAP") for evaluation. The EAP provider will make a recommendation for treatment. If the employee successfully completes all recommended treatment, including any in-patient or intensive outpatient program, the employee may return to work without serving the maximum fifteen (15) work day suspension. In the event that an employee does not claim substance abuse dependency, the employee shall receive a maximum fifteen (15) day suspension, and upon his/her return to work will be subject to random testing set forth below.

If the EAP provider recommends an in-patient program, the employee will be allowed to utilize available leave time for attendance at this program. If, prior to returning to work, completion of all recommended treatment is not feasible as determined solely by MWRA and its EAP professionals, then the employee will be required to demonstrate substantial compliance with the treatment recommendations. In either case, the employee must be cleared to return to work by the MWRA EAP professionals and pass a return to duty drug and alcohol test. Continued participation and cooperation with the recommended treatment program will be a condition of an employee's return to work. If the employee fails to continue in the treatment prescribed, subsequent to a return to work, the employee will be subject to a maximum fifteen (15) day suspension.

Upon return to work, the employee will be subject to unannounced, follow-up testing for a period of twelve (12) months. If the employee tests positive anytime during the twelve (12) month period, his/her employment will be terminated except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day

suspension. Any positive drug and/or alcohol test result subsequent to the first positive test, including but not limited to the twelve (12) month follow-up will result in termination of employment except in the case of a second positive Marijuana test. If the employee tests positive for Marijuana a third time (within a five (5) year period as referenced in #4 below) during the twelve (12) month period or anytime thereafter, his/her employment will be terminated.

(ii) If an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, the employee shall be immediately removed from his/her duties and subject to a minimum thirty (30) calendar day suspension on the first occasion and will be subjected to the procedures set forth in 3 (i) below; any subsequent occasion where an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, will result in the termination of the employee's employment.

(3) When an employee is tested for drugs and/or alcohol as a result of his/her involvement in an accident as described in (1) (ii) above, or as a result of probable cause and misconduct and/or a violation of another MWRA policy, and a determination is made that an employee's test for drugs and/or alcohol is positive or an employee has refused to submit to a test (including failure to proceed directly to the testing facility as directed, failure to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or an employee has tampered with a test, or test sample, the employee shall be immediately removed from his/her duties and subject to a minimum thirty (30)calendar day suspension and the following will occur:

(i) The employee will be referred to a Substance Abuse Professional from the MWRA EAP for evaluation. The EAP provider will make a recommendation for treatment. The employee must successfully complete all recommended treatment, including any in-patient or intensive outpatient program prior to returning to work.

If, prior to returning to work, completion of all recommended treatment is not feasible as determined solely by MWRA and its EAP professionals, then the employee will be required to demonstrate substantial compliance with the treatment recommendations. In either case, the employee must be cleared to return to work by the MWRA EAP professionals and pass a return to duty drug and alcohol program. Continued participation and cooperation with the recommended treatment program will be a condition of an employee's return to work. If the employee fails to continue in the treatment prescribed, subsequent to a return to work, the employee will be subject to further disciplinary action, up to and including termination. Upon return to work, the employee will be subject to unannounced, follow-up testing for a period of twenty-four (24) months. If the employee tests positive anytime during the twenty-four (24) month period, his/her employment will be terminated except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day suspension.

Any positive drug and/or alcohol test result or any occasion where an employee fails to submit to a test (including failure to proceed directly to the testing facility as directed, failure

to provide adequate amount of urine for testing or failure to complete all of the necessary paperwork or provided two (2) dilute samples (except for cases where the employee has a documented medical condition) or the employee has tampered with a test, or test sample, subsequent to the first positive test, including but not limited to the twenty-four (24) month follow-up will result in termination of employment except in the case of a second positive Marijuana test for which the employee will be subject to a minimum thirty (30) calendar day suspension. If the employee tests positive for Marijuana a third time during the twenty-four (24) month period or anytime thereafter, his/her employment will be terminated.

(4) If three (3) years or more have elapsed since an employee's most recent positive drug or alcohol test or drug testing related offense, a new positive drug or alcohol test or drug testing related offense shall be treated as a first offense for purposes of this policy.

(5) Nothing contained in this policy shall restrict the MWRA from imposing discipline on employees for other misconduct, including conduct that may have occurred around or at the time of a drug or alcohol test, provided, however, that discipline for a positive drug or alcohol test or a drug testing related offense shall be governed by this policy.

(6) In the event that an arbitrator finds that there was no probable cause under section (1)(i) above or that no accident occurred under section 1(ii) above, the arbitrator shall not consider the results of the drug and alcohol test in determining whether the MWRA was arbitrary and capricious in imposing discipline under applicable collective bargaining agreements. In such an instance, all test results regarding the particular incident shall be removed from the employee's personnel file. This provision shall not in any way change the arbitrary and capricious standard as set forth in the applicable collective bargaining agreements and the MWRA's Enabling Act.

(7) The MWRA's Controlled Substances and Alcohol Testing Policy for Commercial Drivers, Policy #HR.19, will be applied to employees required to hold such licenses, provided however, that if this MWRA Drug and Alcohol Policy provides the MWRA with additional reasons for ordering a drug or alcohol test (for example, in a post accident situation), the MWRA may order such testing for employees holding commercial drivers licenses.

(8) All test results will be kept confidential.

Date: May 2017

APPENDIX C

TITLE	GRADE
Facilities Specialist	15
Heavy Equipment Operator	15
Machinist	15
Metal Fabricator/Welder	16
Electrician	16
Facilities Specialist I	16
Operator	16
Plumber/Pipefitter	16
Toolmaker	16
Transmission & Treatment Operator	16
Heavy Equipment Operator I	17
Security Specialist	18
Third Class Engineer	18
Area Supervisor	19
HEO Supervisor	19
Med. Voltage Electrical Specialist	19
Monitoring Coordinator	19
Sr. Transmission & Treatment Operator	19
Trades Foreman	19
Unit Supervisor	19
Second Class Engineer	20
Sr. Med. Voltage Electrical Specialist	20
Electrical Operations Supervisor	21
Plumbing Operations Supervisor	21
Trades Foreman (Licensed)	21
Operations Supervisor	24

APPENDIX D

FORM A
Assignment to Higher Classification

(To be completed for any temporary assignment to a higher classification with an expected duration of more than 30 consecutive calendar days.)

The following employee has been temporarily assigned to a job in a higher classification, effective:

_____
(date)

Name: _____

Current title: _____

Title of higher classification: _____

The assignment is expected to last until: _____

The reason for the assignment is: _____

If this assignment exceeds 30 days, the employee will be eligible for pay in the higher classification.

Required signatures:

_____
Immediate Supervisor

_____
Division Authorization

_____
Director of Human Resources

APPENDIX E

Annual Sick Leave Buyback Request Form
(Must be Submitted and Completed By August 31)

(Employee completed Part I.) Date: _____

Part I

Name: _____

Work Locations: _____

Date Of Hire: _____

1. Number of Sick Leave Days Earned in the year prior to July 1, _____ (year)

2. Number of Sick Leave Days Used in the year prior to July 1, _____

Signed: _____
(Employee)

Submit form to timekeeper for certification.
(Work Location Timekeeper completes Part II.)

Part II

Timekeeper:

If the information listed above is consistent with your records, please sign and submit through Payroll.

If any information listed above is not consistent with your records, please confer with employee. If the employee then disagrees with your records, submit a copy of this form and the employee calendar to the employee and the President, NAGE Local R1-168.

Signed: _____
(Timekeeper)

(Division Personnel/Payroll Supervisor completes Part III.)

Part III

Personnel/Payroll Supervisor:
Please indicate the date this form is processed _____ (date)
and the expected date of reimbursement to employee _____ (date)

After processing, include this form within an "Annual Sick Leave Buyback Request" File.

Signed: _____

APPENDIX F

CHANGE OF POSITION REQUEST

UNIT 3 (NAGE)

Date Submitted: _____

Name: _____

Address: _____

_____

Position Held: _____ Location: _____

Position Sought: _____ Location: _____

Date of Hire into Present Job Title: _____

Date: _____ _____
Signature of Employee

Date: _____ _____
Division Director

Date: _____ _____
Manager, Labor Relations and Workers' Comp.

Employees seeking a change of position shall submit a written application on this form to the Division Director. The division shall forward a copy of this application form to the Manager, Labor Relations and Workers' Compensation of the Human Resources Department. A request for change of position will remain valid until it is granted or rescinded by the employee in writing. Employees who wish to withdraw such request shall notify the Division Director in writing. Once an employee accepts a position sought through this procedure, the employee will have no right to return to his/her former position and further provided that no employee may exercise lateral transfer rights more than once during any thirty (30) day period.

ATTACHMENT A

NON-SELECTION FORM
NAGE (UNIT 3) AGREEMENT

Name: _____ Position Held (Grade) _____

Address: _____ Position Sought (Grade) _____

_____

We regret to inform you that another applicant(s) has been selected for the position of _____, located at _____.

Job Vacancy Announcement No. _____

Reason(s) for non-selection:

A.. Ability to do the job.
____ Insufficient work experience.
____ Inadequate skills.
____ Other

B. Work history.
____ Years of Service ____ Performance
____ Time and Attendance ____ Other
____ Disciplinary History

C. Experience in related work.
____ Insufficient experience related to position.
____ Insufficient supervisory experience.

D. In positions where a license is required in the job specification or by a state approving agency, applicant must possess adequate license or certificate of adequate registration on the date application is made. (i.e. CDL, Wastewater License, Collections License, ASE Certification)
____ Degree
____ Certification
____ License

This notice is for the purpose of meeting the requirements of ARTICLE 13, Section 3B. It does not preclude either party from raising other issues under the provisions of ARTICLE 23 of the Agreement.

Signed By: _____
Hiring Manager/Designee

Instructions to Supervisor (Hiring Manager): (1) Fill in the blanks; (2) Check at least one of the reasons listed; (3) Check whether the successful applicant was hired from outside the Authority. Note that the Authority is to make every reasonable effort to promote employees who meet established requirements while remaining free to hire from outside.